

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 18th day of October 20 12

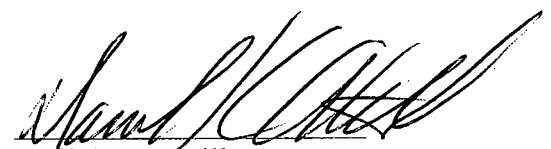
the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission of the County of Boone does hereby approve the Consultant Services Agreement between BFA, Inc and Boone County, Missouri. The terms of this agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

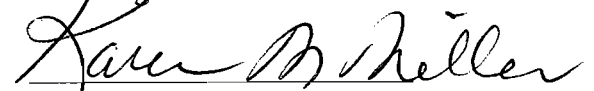
Done this 18th day of October, 2012.

ATTEST:

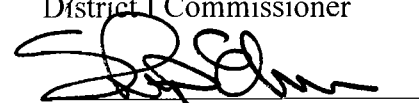
Wendy S. Noren
Wendy S. Noren DKB
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone



ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of

BOONE COUNTY COMMISSION,

Made at

Term, 20

In the Matter of

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 18th day of October, 2012, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and BFA, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2012 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2012. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional

services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within

thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

BFA, INC.

By Raymond H. Frankenberg II
Raymond H. Frankenberg II

Title President

Dated: 10/2/12

APPROVED AS TO FORM:

J. Pleese
County Attorney

APPROVED:

Steve Dawson
Director, Boone County Resource Management

BOONE COUNTY, MISSOURI

By Wendy Shoren
Presiding Commissioner

Dated: Oct 18, 2012

ATTEST:

Wendy Shoren
County Clerk DKB

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.

James E. Hitchford 10/1/12 No Encumbrance
Auditor by/ey Date Required

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

County of Franklin)
)ss
State of Missouri)

My name is Raymond H. Frankenberg II I am an authorized agent of _____
BFA, Inc. (Consultant). 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.

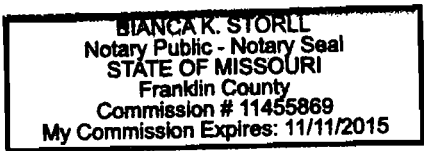
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the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

Raymond H. Frankenberg II / *10/2/12*
Affiant / Date

Raymond H. Frankenberg II
Printed Name

Subscribed and sworn to before me this 2 day of October, 2012.

Bianca K. Storll
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

BFAIN-1

OP ID: BH

DATE (MM/DD/YYYY)

03/16/12

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 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 ACEC/MARSH 701 Market St, Ste. 1100 St. Louis, MO 63101 Jared Maxwell	800-338-1391 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Insurance Co.		NAIC # 01899
INSURED BFA Inc. 103 Elm St. Washington, MO 63090	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			105744357	02/12/12	02/12/13	Claim 2,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**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

Sandra R. Boillet

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103 Elm Street
Washington, MO 63090-2190
www.bfaeng.com



Phone: 636.239.4751
Fax: 636.239.1646
Email: mail@bfaeng.com

Charge Out Rates Effective January 1, 2012

Classification	Hourly Rate
Engineer	\$110 - \$160
Project Manager	\$75 - \$95
Designer	\$60 - \$78
Surveyor	\$62 - \$110
Field Technician	\$45 - \$90
Field Technician/Robotic	\$65 - \$110
Drafter	\$45 - \$75
Administrative Assistant	\$55 - \$65
Computer Support	\$55 - \$75
Financial Administrator	\$55 - \$75

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

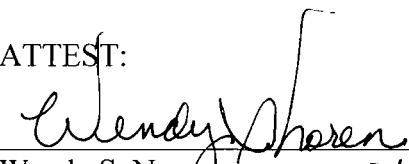
In the County Commission of said county, on the 18th day of October 20 12

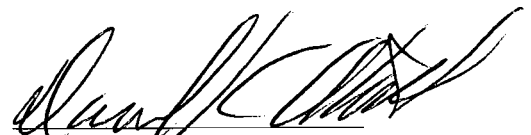
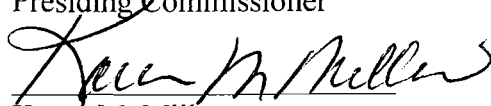
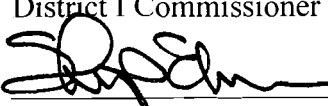
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached Proclamation marking November 11-17, 2012 as National Geography Awareness Week. It is further ordered the Presiding Commissioner is hereby authorized to sign said proclamation.

Done this 18th day of October, 2012.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

**PROCLAMATION
BY THE HONORABLE MEMBERS
OF THE COUNTY COMMISSION
OF
BOONE COUNTY**

WHEREAS, the week of November 11-17, 2012, has been elected Geography Awareness Week; and

WHEREAS, the world is increasingly interconnected and interdependent, but too many students lack understanding of the world's geography within and beyond our country's borders; and

WHEREAS, Geography Awareness Week promotes geo-literacy and education in the nation's schools and communities, which is an essential part of a 21st century education, and has been a congressionally-mandated week since 1987, and

WHEREAS, teachers, students, and communities across BOONE COUNTY will gain further understanding about how our world is made up of interconnected human and natural systems, with special emphasis this year on the 2012 theme of interdependence using resources developed by the National Geographic Society, the Missouri Geographic Alliance and other committed organizations during Geography Awareness Week and throughout the school year;

NOW, THEREFORE, WE THE HONORABLE MEMBERS OF THE COUNTY COMMISSION OF BOONE COUNTY, do hereby proclaim November 11-17, 2012

Geography Awareness Week

throughout BOONE COUNTY and encourage all citizens to participate in this special observance with students, sharing in their geographic research and academic achievement.

SIGNED this 18th day of October, 2012

By:

[Signature]
BOONE COUNTY
Authorized Commissioner

Attest:

[Signature] *DKB*
County Clerk

PROCLAMATION

BY THE HONORABLE MEMBERS OF THE COUNTY COMMISSION OF BOONE COUNTY

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of BOONE COUNTY, our nation, and humanity; and

WHEREAS, Geography Awareness Week will be celebrated November 11-17, 2012 to promote geographic literacy in schools, organizations and the community to help us understand the interconnected geographic makeup we share with the entire world; and

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision making; and

WHEREAS, Geographic information Systems (GIS) Day is November 14, 2012; and

WHEREAS, Geographic Information Systems (GIS) technologies are a powerful tool for supporting emergency services, homeland security, economic development, environmental protection, crime mapping, healthcare, long-range planning, and much more; and

WHEREAS, extensive efforts are underway to meet the need to promote GIS awareness, education, and technical training among various groups to most appropriately and wisely use this rapidly developing technology; and

WHEREAS, BOONE COUNTY is committed to expanding GIS to the schools and general public in order to showcase real-world applications with GIS;

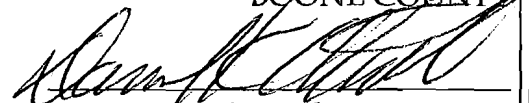
NOW, THEREFORE, WE THE HONORABLE MEMBERS OF THE COUNTY COMMISSION OF BOONE COUNTY do hereby proclaim Wednesday, November 14, 2012, as

GEOGRAPHIC INFORMATION SYSTEMS DAY

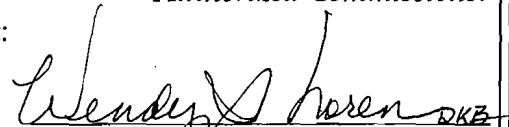
throughout BOONE COUNTY.

SIGNED this 18th day of October, 2012
BOONE COUNTY

By:


Authorized Commissioner

Attest:


County Clerk

**PROCLAMATION
BY THE HONORABLE MEMBERS
OF THE COUNTY COMMISSION
OF
BOONE COUNTY**

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WHEREAS, the world is increasingly interconnected and interdependent, but too many students lack understanding of the world's geography within and beyond our country's borders; and

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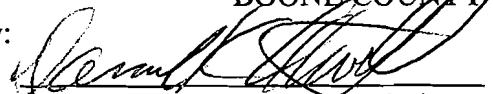
NOW, THEREFORE, WE THE HONORABLE MEMBERS OF THE COUNTY COMMISSION OF BOONE COUNTY, do hereby proclaim November 11-17, 2012

Geography Awareness Week


throughout BOONE COUNTY and encourage all citizens to participate in this special observance with students, sharing in their geographic research and academic achievement.

SIGNED this 18th day of October, 2012
BOONE COUNTY

By:


Authorized Commissioner

Attest:


County Clerk

PROCLAMATION
BY THE HONORABLE MEMBERS OF
THE COUNTY COMMISSION OF
BOONE COUNTY

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of BOONE COUNTY, our nation, and humanity; and

WHEREAS, Geography Awareness Week will be celebrated November 11-17, 2012 to promote geographic literacy in schools, organizations and the community to help us understand the interconnected geographic makeup we share with the entire world; and

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision making; and

WHEREAS, Geographic information Systems (GIS) Day is November 14, 2012; and

WHEREAS, Geographic Information Systems (GIS) technologies are a powerful tool for supporting emergency services, homeland security, economic development, environmental protection, crime mapping, healthcare, long-range planning, and much more; and

WHEREAS, extensive efforts are underway to meet the need to promote GIS awareness, education, and technical training among various groups to most appropriately and wisely use this rapidly developing technology; and

WHEREAS, BOONE COUNTY is committed to expanding GIS to the schools and general public in order to showcase real-world applications with GIS;

NOW, THEREFORE, WE THE HONORABLE MEMBERS OF THE COUNTY COMMISSION OF BOONE COUNTY do hereby proclaim Wednesday, November 14, 2012, as

GEOGRAPHIC INFORMATION SYSTEMS DAY

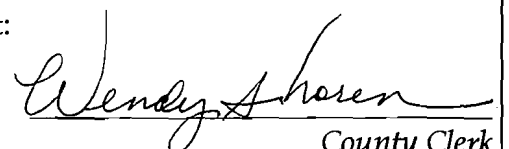
throughout BOONE COUNTY.

SIGNED this 18th day of October, 2012
BOONE COUNTY

By:


Authorized Commissioner

Attest:


County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 18th day of October 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance cooperative contract number 081209-KBA to purchase one (1) Kubota Excavator from Kubota Tractor Corporation of Torrance, CA.

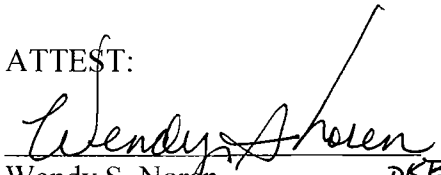
Total cost for the Kubota Excavator is \$93,394.23 and will be paid from department 2040-Public Works Maintenance Operation, account 923---Replacement Machinery & Equipment.


The Purchasing Department requests permission to dispose of the following surplus: 2005 Bobcat SMO Skid Steer, fixed asset tag 15142.

It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

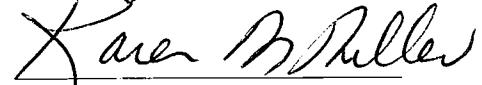
Done this 18th day of October, 2012.

ATTEST:

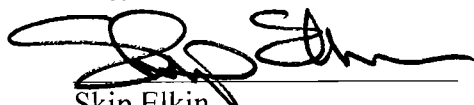

Wendy S. Noren *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

} ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: October 11, 2012
RE: 081209-KBA – Kubota Excavator

Purchasing and Public Works request permission to utilize the National Joint Powers Alliance (NJPA) cooperative contract number 081209-KBA to purchase one (1) Kubota Excavator from Kubota Tractor Corporation of Torrance, CA.

Total cost for Kubota Excavator is \$93,394.23 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment.

The Purchasing Department requests permission to dispose of the following surplus:
2005 Bobcat S300 Skid Steer, fixed asset tag 15142.

ATT

cc: Greg Edington, PW
Contract File

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

9/25/12

REQUEST
DATE

Kubota Tractor Corporation Attn: Cynthia Bennett

310-370-3370 x 1813

VENDOR
NO.

VENDOR NAME

PHONE #

3401 Del Amo Blvd.,

Torrance

CA 90503

ADDRESS

CITY

STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#81209-KBA

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	9 2 3 0 0	KX080R3AT3 - Excavator Basic Unit	1	83,406.70	83,406.70
2 0 4 0	9 2 3 0 0	Rubber Tracks, Dipper Arm, A/C ROPS/FOPS Cab, Angle Dozier Blade, Counterweight	1	0.00	0.00
2 0 4 0	9 2 3 0 0	K7402 - Quick Coupler	1	1,294.80	1,294.80
2 0 4 0	9 2 3 0 0	K7432A - 24" 9.4 CU. FT. Trenching Bkt	1	1,782.84	1,782.84
2 0 4 0	9 2 3 0 0	K7441 - 48" 10.8 cu. Ft. Grading Bucket	1	2,006.94	2,006.94
2 0 4 0	9 2 3 0 0	K7405 - Hydraulic Thumb Kit	1	3,388.89	3,388.89
2 0 4 0	9 2 3 0 0	K7499 - Travel Alarm Kit	1	234.06	234.06
2 0 4 0	9 2 3 0 0	Kubota Standard Inbound Freight	1	710.00	710.00
2 0 4 0	9 2 3 0 0	Assembly Fee	1	320.00	320.00
2 0 4 0	9 2 3 0 0	Dealer Pre-Delivery Inspection & Delivery	1	250.00	250.00
		TOTAL			93,394.23

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Amy Robbins

Prepared By

Requesting Official

9/25/12

CG 10/10/10

Auditor Approval

**PURCHASE AGREEMENT
FOR
KUBOTA EXCAVATOR**

THIS AGREEMENT dated the 18TH day of OCTOBER, 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kubota Tractor Corporation**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Kubota Excavator** in compliance with all bid specifications and any addendum issued for the National Joint Powers Alliance (NJPA) cooperative contract number **081209-KBA**, Kubota Tractor Corporation Quote Number NJPA2012-539 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NJPA contract 081209-KBA and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Kubota Excavator as follows:

<u>Model Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
KX080R3AT3	Excavator Basic Unit	\$83,406.70	1	\$83,406.70
	Rubber Tracks, Dipper Arm	In Base Price		
	A/C ROPS/FOPS Cab, Angle	In Base Price		
	Dozier Blade, Counterweight	In Base Price		
K7402	Quick Coupler	\$ 1,294.80	1	\$ 1,294.80
K7432A	24" 9.4 cu. Ft. Trenching Bkt	\$ 1,782.84	1	\$ 1,782.84
K7441	48" 10.8 cu. Ft. Grading Bucket	\$ 2,006.94	1	\$ 2,006.94
K7405	Hydraulic Thumb Kit	\$ 3,388.89	1	\$ 3,388.89
K7499	Travel Alarm Kit	\$ 234.06	1	\$ 234.06
	Kubota Standard Inbound Freight	\$ 710.00	1	\$ 710.00
	Assembly Fee	\$ 320.00	1	\$ 320.00
	Dealer Pre-Delivery Inspection and Delivery	\$ 250.00	1	\$ 250.00
TOTAL				\$93,394.23

For a grand contract total of Ninety Three Thousand, Three Hundred Ninety Four Dollars and Twenty Three Cents (\$93,394.23.)

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

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

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work

processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

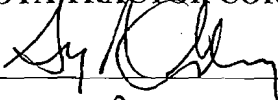
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

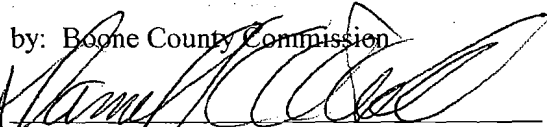
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

KUBOTA TRACTOR CORPORATION

by 
title VP

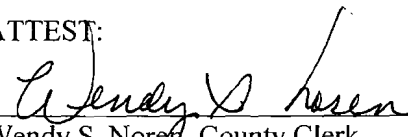
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk **DKB**

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.)

2040-92300 - \$93,394.23

Signature

Date

Appropriation Account



**PURCHASE ORDERS MUST BE MADE OUT TO
KUBOTA TRACTOR CORPORATION
3401 Del Amo Blvd, Torrance CA 90503**

081209-KBA

PHONE: 310-370-3370 EXT. 1813 FAX: 310-370-3846 EMAIL: CBENNETT@KUBOTA.COM

NJPA2012-539

Purchasing Party:	Boone County Public Works	REMIT TO:	Kubota Tractor Corporation
Contact:	Greg Edington	ADDRESS:	3401 DEL AMO BLVD
Phone #:	573-449-8515 (ext. 226)	CITY:	TORRANCE STATE: CA 90503
Fax #:	573-875-1602	DLR #	TBD PHONE:
Email:	GEdington@boonecountymo.org	CONTACT	FAX:

COMMENTS: Prices for product quoted are good for 60 days from quote date.

IMPORTANT: THIS WORKSHEET MUST BE VERIFIED BY KUBOTA NATIONAL ACCOUNTS BEFORE A PO IS ISSUED. Please Fax to Cynthia Bennett (310) 370-3846 email the worksheet to cbennett@kubota.com. PO's without verified quote may be subject to change. PO Must Be Issued To Kubota Tractor Corporation.

General Description of Product Discounts from:	KX & RTV Series (17%)	R Series (14%)	Z, F, BX, B, TLB, L, M Series (20%)	T/G Series (18%)
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ORDERING INFORMATION

FOR KUBOTA USE ONLY

QTY.	Pr od uct	MODEL CODE	DESCRIPTION	UNIT LIST PRICE	LIST DISC %	NATIONAL ACCT. DISCOUNT PRICE	TOTAL LIST PRICE	TOTAL NATIONAL ACCOUNT PRICE
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A. Catalog / Price Sheet Items being purchased. Itemize Below

1	K	KX080R3AT3	Excavator Basic Unit	\$ 100,490.00	17%	\$ 83,406.70	\$ 100,490.00	\$ 83,406.70
			Rubber Tracks, Dipper Arm	In Base Price				
			A/C ROPS/FOPS Cab, Angle	In Base Price				
			Dozer Blade, Counterweight	In Base Price				
1		K7402	Quick Coupler	\$ 1,560.00	17%	\$ 1,294.80	\$ 1,560.00	\$ 1,294.80
1		K7432A	24" 9.4 cu. ft. Trenchng Bkt	\$ 2,148.00	17%	\$ 1,782.84	\$ 2,148.00	\$ 1,782.84
1		K7441	48" 10.8 cu. ft. Grading Bucket	\$ 2,418.00	17%	\$ 2,006.94	\$ 2,418.00	\$ 2,006.94
1		K7405	Hydraulic Thumb Kit	\$ 4,083.00	17%	\$ 3,388.89	\$ 4,083.00	\$ 3,388.89
1		K7499	Travel Alarm Kit	\$ 282.00	17%	\$ 234.06	\$ 282.00	\$ 234.06
Subtotal A:				\$ 110,981.00		\$ 92,114.23	\$ 110,981.00	\$ 92,114.23

B. Unpublished Options, Accessory or Service Items. Itemize Below

Subtotal B:				\$ -		\$ -	\$ -	\$ -
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C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

1		KUBOTA STANDARD INBOUND FREIGHT		\$ 710.00		\$ 710.00	\$ 710.00	\$ 710.00
1		Assembly Fee		\$ 320.00		\$ 320.00	\$ 320.00	\$ 320.00
1		Dealer PDI and Delivery		\$ 250.00		\$ 250.00	\$ 250.00	\$ 250.00
Subtotal C:				\$ 1,280.00		\$ 1,280.00	\$ 1,280.00	\$ 1,280.00
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (section A)					For this transaction the percentage is:	0%		

TOTAL= (A+B+C) \$ 112,261.00 \$ 93,394.23 \$ 112,261.00 \$ 93,394.23

AUTHORIZED SIGNATURE: X DATE

NJPA order processing charge of 1.5% on Section B items is the responsibility of the delivering dealer. Kubota will reimburse NJPA for the entire order processing charge and deduct the amount applicable to Section B from internal Kubota bid discounts \$ -

All orders are subject to the terms and conditions as outlined in the National Purchase Agreement. The Standard Kubota Warranty Applies, which does not include pick up or delivery.

Payment Terms = Net 45 Days

FOR KTC INTERNAL USE-	Quote #: NJPA2012-539	Quote Date: 09/20/12	Verified By: crb
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BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : September 21, 2012

FIXED ASSET TAG NUMBER: 15142

DESCRIPTION: 2005 Bobcat S300 Skid Steer

RECEIVED

SEP 21 2012

REQUESTED MEANS OF DISPOSAL: SALE

BOONE COUNTY AUDITOR

OTHER INFORMATION: Serial Number: 525816974

CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Equipment was planned for replacement in FY 2012.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 8/31/2005 RECEIPT INTO 2040-3835

ORIGINAL COST 36,531.00 GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741 GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605 DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

 TRADE AUCTION SEALED BIDS

 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE _____

**PURCHASE AGREEMENT
FOR
KUBOTA EXCAVATOR**

THIS AGREEMENT dated the 18th day of October 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kubota Tractor Corporation**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Kubota Excavator** in compliance with all bid specifications and any addendum issued for the National Joint Powers Alliance (NJPA) cooperative contract number **081209-KBA**, Kubota Tractor Corporation Quote Number NJPA2012-539 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NJPA contract 081209-KBA and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Kubota Excavator as follows:

<u>Model Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
KX080R3AT3	Excavator Basic Unit	\$83,406.70	1	\$83,406.70
	Rubber Tracks, Dipper Arm	In Base Price		
	A/C ROPS/FOPS Cab, Angle	In Base Price		
	Dozier Blade, Counterweight	In Base Price		
K7402	Quick Coupler	\$ 1,294.80	1	\$ 1,294.80
K7432A	24" 9.4 cu. Ft. Trenching Bkt	\$ 1,782.84	1	\$ 1,782.84
K7441	48" 10.8 cu. Ft. Grading Bucket	\$ 2,006.94	1	\$ 2,006.94
K7405	Hydraulic Thumb Kit	\$ 3,388.89	1	\$ 3,388.89
K7499	Travel Alarm Kit	\$ 234.06	1	\$ 234.06
	Kubota Standard Inbound Freight	\$ 710.00	1	\$ 710.00
	Assembly Fee	\$ 320.00	1	\$ 320.00
	Dealer Pre-Delivery Inspection and Delivery	\$ 250.00	1	\$ 250.00
TOTAL				\$93,394.23

For a grand contract total of Ninety Three Thousand, Three Hundred Ninety Four Dollars and Twenty Three Cents (\$93,394.23.)

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

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

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work

processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

KUBOTA TRACTOR CORPORATION

by [Signature]
title VP

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk DKB

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.)

2040-92300 - \$93,394.23

[Signature]
Signature by eg D

10/10/12
Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



**PURCHASE ORDERS MUST BE MADE OUT TO
KUBOTA TRACTOR CORPORATION
3401 Del Amo Blvd, Torrance CA 90503**

081209-KBA

PHONE: 310-370-3370 EXT. 1813 FAX: 310-370-3846 EMAIL: CBENNETT@KUBOTA.COM

NJPA2012-539

Purchasing Party:	Boone County Public Works	REMIT TO :	Kubota Tractor Corporation
Contact:	Greg Edington	ADDRESS:	3401 DEL AMO BLVD
Phone #:	573-449-8515 (ext. 226)	CITY:	TORRANCE STATE: CA 90503
Fax #:	573-875-1602	DLR #	TBD PHONE:
Email:	GEEdington@boonecountymo.org	CONTACT	FAX:

COMMENTS: Prices for product quoted are good for 60 days from quote date.

General Description of Product Discounts from	KX & RTV Series (17%)	R Series (14%)	Z, F, BX, B, TLB, L, M Series (20%)	T/G Series (18%)
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ORDERING INFORMATION					FOR KUBOTA USE ONLY			
QTY.	Product	MODEL CODE	DESCRIPTION	UNIT LIST PRICE	LIST DISC %	NATIONAL ACCT. DISCOUNT PRICE	TOTAL LIST PRICE	TOTAL NATIONAL ACCOUNT PRICE

A. Catalog / Price Sheet Items being purchased - Itemize Below								
1	K	KX080R3AT3	Excavator Basic Unit	\$ 100,490.00	17%	\$ 83,406.70	\$ 100,490.00	\$ 83,406.70
			Rubber Tracks, Dipper Arm	In Base Price				
			A/C ROPS/FOPS Cab, Angle	In Base Price				
			Dozer Blade, Counterweight	In Base Price				
1		K7402	Quick Coupler	\$ 1,560.00	17%	\$ 1,294.80	\$ 1,560.00	\$ 1,294.80
1		K7432A	24" 9.4 cu. ft. Trenchng Bkt	\$ 2,148.00	17%	\$ 1,782.84	\$ 2,148.00	\$ 1,782.84
1		K7441	48" 10.8 cu. ft. Grading Bucket	\$ 2,418.00	17%	\$ 2,006.94	\$ 2,418.00	\$ 2,006.94
1		K7405	Hydraulic Thumb Kit	\$ 4,083.00	17%	\$ 3,388.89	\$ 4,083.00	\$ 3,388.89
1		K7499	Travel Alarm Kit	\$ 282.00	17%	\$ 234.06	\$ 282.00	\$ 234.06
Subtotal A:				\$ 110,981.00		\$ 92,114.23	\$ 110,981.00	\$ 92,114.23

B. Unpublished Options, Accessory or Service Items- Itemize Below								
Subtotal B:				\$ -		\$ -	\$ -	\$ -

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges								
1			KUBOTA STANDARD INBOUND FREIGHT	\$ 710.00		\$ 710.00	\$ 710.00	\$ 710.00
1			Assembly Fee	\$ 320.00		\$ 320.00	\$ 320.00	\$ 320.00
1			Dealer PDI and Delivery	\$ 250.00		\$ 250.00	\$ 250.00	\$ 250.00
Subtotal C:				\$ 1,280.00		\$ 1,280.00	\$ 1,280.00	\$ 1,280.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (section A)

For this transaction the percentage is:

0%

TOTAL= (A+B+C) \$ 112,261.00 \$ 93,394.23 \$ 112,261.00 \$ 93,394.23

AUTHORIZED SIGNATURE: X _____ DATE _____

NJPA order processing charge of 1.5% on Section B items is the responsibility of the delivering dealer. Kubota will reimburse NJPA for the entire order processing charge and deduct the amount applicable to Section B from internal Kubota bid discounts \$ -

All orders are subject to the terms and conditions as outlined in the National Purchase Agreement. The Standard Kubota Warranty Applies, which does not include pick up or delivery.

Payment Terms = Net 45 Days

FOR KTC INTERNAL USE- Quote #: NJPA2012-539 Quote Date: 09/20/12 Verified By: crb

KUBOTA

K Series

PAGE NUMBER	MODEL	Digging Depth	SUGGESTED LIST PRICE	NJPA DISCOUNT	NJPA PRICE
11-5	K008T4	5' 8"	\$21,415.00	17%	\$17,774.45
11-7	U17VR1	7' 7"	\$27,885.00	17%	\$23,144.55
11-11	KX41VR1T4	7' 9.7"	\$29,585.00	17%	\$24,555.55
11-15	U25R1T4	9' 3"	\$34,080.00	17%	\$28,286.40
11-19	KX71SR1T3	9' 9"	\$37,725.00	17%	\$31,311.75
11-25	KX91R1S2	10' 5.4"	\$42,970.00	17%	\$35,665.10
11-31	U35R1S2	10' 4"	\$44,500.00	17%	\$36,935.00
11-35	KX121R1T3	11' 6"	\$47,920.00	17%	\$39,773.60
11-41	U45R1AT3	11' 10"	\$55,895.00	17%	\$46,392.85
11-47	U55R1	11' 10.3"	\$60,435.00	17%	\$50,161.05
11-53	KX057R1	12' 8.2"	\$63,600.00	17%	\$52,788.00
11-59	KX080R3T3	15' 1"	\$95,260.00	17%	\$79,065.80
11-65	Replacement Engines				
11-67	Prior Models				

TAB 6 Payment Terms and Financing Options

29. Payment Terms are net 45 days

30. Kubota Credit Corporation does not offer a Leasing Program. Kubota Credit's Charter does not allow for direct lending, Kubota finance is only available directly from Kubota Dealers, therefore a direct sell cannot be financed by Kubota Tractor Corporation.

31. NJPA Members can contact Kubota Direct Sales for a quote and assistance with product specifications and selection. Of course the NJPA Member can go directly to the local Kubota Dealer for product information, help with specifications and product selection.

Either the Kubota Dealer or NJPA member will contact Kubota Direct Sales for a quote with appropriate discounts and added cost items like Freight, Dealer Preparation and Delivery Fees and local Sales Tax if appropriate.

The NJPA Member will issue a P.O. to Kubota Tractor Corporation.

The assigned local Kubota Dealer will deliver the equipment and secure an authorized signature from the NJPA Member on a Kubota Delivery Acknowledgement. The Kubota Dealer will send a copy to Kubota Direct Sales which will initiate the invoice to the NJPA Member matching the P.O.

The NJPA Member will remit to Kubota Tractor Corporation, Torrance, CA

ANNUAL RENEWAL OF AGREEMENT

made by and between

Kubota Tractor Corporation (Vendor)
3401 Del Amo Blvd.
Torrance, CA 90503

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482

Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #081209-KBA" for Landscaping and Grounds Related Equipment, Accessories and Supplies, and 2) an "Operating Agreement" with an effective date of September 10, 2009, a maturity date of September 10, 2013, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of September 10, 2012 through September 9, 2013.

National Joint Powers Alliance®(NJPA)

By: *Todd Lyso*, Its: EXECUTIVE DIRECTOR

Name printed or typed: TODD LYSO

Date 9/10/12

Kubota Tractor Corporation

By: *Greg Embury*, Its: VICER PRESIDENT

Name printed or typed: GREG EMBURY

Date 9/29/12

If you do not want to extend contract, please sign below and return this agreement
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

ANNUAL RENEWAL OF AGREEMENT

made by and between

Kubota Tractor Corporation (Vendor)
3401 Del Amo Blvd.
Torrance, CA 90503

and

National Joint Powers Alliance® (NJPA)
f/k/a North Central Service Cooperative (NCSC)
200 First Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482 Fax: (218) 894-5495

Whereas:

“Vendor” and “NJPA” have entered into 1) an “Acceptance of Bid and IFB Award #081209-KBA”, and 2) an “Operating Agreement” with an effective date of September 10, 2009, a maturity date of September 10, 2013, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contracts for the period of September 10, 2011 through September 10, 2012.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: *Tom Lyson*, Its: EXECUTIVE DIRECTOR

Name printed or typed: Tom Lyson

Date 8/10/11

Kubota Tractor Corporation

By: *Greg Embury*, Its: VICE PRESIDENT

Name printed or typed: Greg Embury

Date: 8/8/2011

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

ANNUAL RENEWAL OF AGREEMENT

made by and between

Kubota Tractor Corporation (Vendor)

3401 Del Amo Blvd.

Torrance, CA 90503

and

National Joint Powers Alliance® (NJPA)

f/k/a North Central Service Cooperative (NCSC)

200 First Street NE

Staples, Minnesota 56479

Phone: (218) 894-5482 Fax: (218) 894-5495

Whereas:

“Vendor” and “NJPA” have entered into 1) an “Acceptance of Bid and IFB Award #081209-KBA”, and 2) an “Operating Agreement” with an effective date of September 10, 2009, a maturity date of September 10, 2013, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contracts for the period of September 10, 2010 through September 10, 2011.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: Todd Lyzio, Its: EXEC. DIRECTOR

Name printed or typed: TODD LYZIO

Date 8/30/2010

Kubota Tractor Corporation

By: Greg Embury, Its: VICE PRESIDENT

Name printed or typed: GREG EMBURY

Date AUG 23, 2010

If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

**Vendor Agreement #081209-KBA (Agreement)
Between**

**KUBOTA TRACTOR CORPORATION (Awarded Vendor)
3401 Del Amo Blvd
Torrance, CA 90503**

AND

**NATIONAL JOINT POWERS ALLIANCE® (NJPA)
200 1st ST NE
Staples, MN 56479**

Whereas; NJPA issued an Invitation For Bid #081209 (IFB) for the provision of LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES to NJPA and NJPA Members nationwide; and

Whereas; KUBOTA TRACTOR CORPORATION responded to said IFB committing to the provision of LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES to NJPA and NJPA Members; and

Whereas; NJPA has awarded the contract proposed in the IFB, which is identified as NJPA contract 081209-KBA (the Contract), to Awarded Vendor, and

Whereas; NJPA and Awarded Vendor desire to further define their relationship under the Contract as contained herein.

Now therefore; In consideration of the mutual covenants contained herein, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The effective date of this agreement shall be September 10, 2009.

ARTICLE 1. PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to:

- 1.1.1 Augment the terms and conditions of the Contract #081209-KBA originally identified in the IFB and modified in Schedule C of the Awarded Vendor's bid response,
- 1.1.2 Identify specific marketing and sales training responsibilities for both NJPA and Awarded Vendor, and
- 1.1.3 to finalize the administration fee to be paid by the Awarded Vendor to NJPA.

ARTICLE 2. TERMS AND CONDITIONS

2.1 NJPA and Awarded Vendor agree to the terms and conditions contained in IFB #081209 AND the exceptions to those terms and conditions identified in Form C of Awarded Vendor's bid response EXCEPT as identified herein:

No further exceptions made.

ARTICLE 3. AWARDED VENDOR MARKETING RESPONSIBILITIES

3.1 Sales Force Training.

3.1.1 Awarded Vendor will be responsible for the facilitation of training for Awarded Vendor's sales force and appropriate levels of management by NJPA with regard to the use and value of the Contract.

3.1.2 Awarded Vendor will be responsible for facilitation of training their sales force and appropriate levels of management by Awarded Vendor regarding internal matters relevant to the Contract including, but not limited to, order process, product delivery, and funds flow.

3.1.3 Awarded Vendor will be responsible for identifying and organizing follow-up training(s) on these subjects as needed.

3.1.4 Awarded Vendor agrees to facilitate the meeting of specific marketing individual(s) to meet and plan overall marketing goals and initiatives.

3.1.5 Awarded Vendor will be responsible to allow opportunities for NJPA staff to meet with management and sales level staff of Awarded Vendor at national and regional functions.

3.2 Trade Shows.

3.2.1 Awarded Vendor will be responsible for and agrees to consider exhibiting at the following national trade shows environments in cooperation with NJPA when applicable to the awarded contract:

AASA	American Association of School Administrators	February
NAEP	National Association of Education Procurement	April
I-ASBO	International Association of School Business Officials	November
NACO	National Association of Counties	July
NIGP	National Institute of Government Purchasing	July

Participation will generally be through a display booth setting where Awarded Vendor will be responsible for the provision of personnel, marketing material, and equipment for the purposes of promoting this contract at various defined trade shows. Awarded Vendor will be responsible for co-branding marketing material distributed at these shows in the name of Awarded Vendor and NJPA. Awarded Vendor may request waiver of participation in any trade show Awarded Vendor feels is inapplicable to their Contract.

3.2.2 Awarded Vendor will give strong consideration to attending and displaying at additional trade shows recommended by NJPA.

3.3 Marketing Material.

3.3.1 Awarded Vendor will be responsible for creating, and up-dating as needed, marketing material co-branded by both Awarded Vendor and NJPA in both print and electronic forms for disbursement through various appropriate channels, such as the NJPA Cooperative Purchasing catalog, or as agreed to by both parties. Any such marketing materials or any notification or description of the Contract distributed by NJPA to Members shall be approved in advance by Awarded Vendor.

3.3.2 Awarded Vendor shall be granted use of the NJPA trademarks, service marks, logos, name or any other proprietary description of NJPA, whether registered or unregistered, subject to NJPA's prior approval. In addition, Awarded Vendor shall be entitled to inform, both orally and in printed form, any and all prospects that Awarded Vendor has a contractual benefit relationship with NJPA for the purposes of serving NJPA members.

3.3.3 NJPA membership listings provided as a result of the Contract and this Agreement shall be confidentially used by Awarded Vendor and not disseminated to its customers or the business community.

3.4 Contract operations and delivery.

3.4.1 Awarded Vendor will be responsible for processing and shipping orders for contracted products and services requested from qualified and participating NJPA Members.

3.4.2 Awarded Vendor will be responsible for submitting calendar quarterly reports to NJPA showing the gross sales for each Participating NJPA Member or qualified Member sold during a quarterly time frame. (Article 6 - 6.1)

3.4.3 Awarded Vendor will be responsible to pay NJPA an administrative fee as defined herein.

3.4.4 Awarded Vendor will be responsible for maintaining current product and price lists with NJPA according to the terms and conditions of the Contract.

3.4.5 Awarded Vendor will be responsible for delivering technical assistance and education regarding the equipment and products purchased through the IFB and resulting Contract.

3.4.6 Awarded Vendor will be responsible for offering and promoting the Program and Contract to all current and qualified NJPA members.

ARTICLE 4. NJPA ADMINISTRATIVE/ MARKETING RESPONSIBILITIES

4.1 Sales Force Training.

4.1.1 NJPA Will work with Awarded Vendor to identify the appropriate levels of management as well as the Awarded Vendor's sales force to be trained in the use and effectiveness of the Contract.

4.1.2 NJPA will provide personnel to train identified individuals in the use and effectiveness of the Contract in person on Awarded Vendor's site, or through webcast or webinar, where reasonable efficiencies of such training can be achieved.

4.1.3 NJPA will work with Awarded Vendor to identify ongoing training needs.

4.2 Trade Shows.

4.2.1 NJPA will work with Awarded Vendor to identify appropriate trade show venues for the promotion of the Contract.

4.3 Marketing Material.

4.3.1 NJPA will be responsible for assisting in the development of marketing brochures, as well as providing general support, retention, and assistance in the marketing of the program.

4.3.2 NJPA shall not use the trademarks, service marks, logo, name or any other proprietary description of Awarded Vendor, whether registered or unregistered, without Awarded Vendor's prior approval.

4.3.3 NJPA agrees to supply Awarded Vendor with access to NJPA Members through regular updates of its membership list and various communications. Awarded Vendor agrees that NJPA Members' list remain the property of NJPA and can only be used with prior permission of NJPA.

4.3.4 NJPA shall provide opportunity to participate in the NJPA catalog marketing program at no cost to Awarded Vendor.

4.3.5 NJPA agrees to promote the Awarded Vendor Contract as a new member benefit in NJPA publications.

4.4 Contract Operations and Delivery.

4.4.1 NJPA will be responsible for receiving available leads and forwarding of those leads to Awarded Vendor for follow-up.

4.4.2 NJPA will be responsible for acting as a liaison as necessary between NJPA Members and Awarded Vendor to communicate the NJPA message and resolve any contract issues.

4.4.3 NJPA will receive, evaluate, process, and respond in a reasonably timely manner to requests from Awarded Vendor for changes in prices and products covered by this contract.

ARTICLE 5. AUDITS

5.1 During the Term, Awarded Vendor will, upon not less than thirty (30) business days prior written request, make available to NJPA no more than once per calendar year, at Awarded Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Awarded Vendor pertaining to all invoices sent by Awarded Vendor and payments made by NJPA members for all products purchased under this contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Awarded Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Awarded Vendor will permit the auditor to review the relevant Awarded Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.

ARTICLE 6. FEES

6.1 Awarded Vendor will pay NJPA an administrative fee of 1.50% (One & One Half Percent) of the sales resulting from NJPA #081209-KBA net of returns and allowances to NJPA or NJPA

Members during each calendar quarter. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this contract.

ARTICLE 7. MISCELLANEOUS

7.1 Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if delivered to the address identified herein, or any updated address for which proper notice of address change has been affected. Notices may be delivered by hand or through the use of a third party delivery service. The sender is responsible for the documentation of delivery for any notice.

7.2 Entire Agreement. The individuals signing this Contract hereby represent that they are authorized on behalf of their respective organizations to execute this Agreement and the Contract contains the entire understanding between the parties concerning the subject matter.

7.3 Severability. In the event that any of the terms of this Contract are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of this Contract. This Contract shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of, or are otherwise inseparable from the remainder of this Contract.

7.4 Waiver. Failure by either party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

7.5 Relationship of Parties. This agreement is not a contract of employment. The relationship between NJPA and Awarded Vendor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend this agreement to create and this agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this agreement, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate or bid the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

7.6 Indemnity. Each party agrees that it will be responsible for its own negligent acts and the result thereof to the extent authorized by law and shall not be responsible for the negligent acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law. Neither party shall be liable to the other for any incidental or consequential damages of any kind under this agreement.

IN WITNESS WHEREOF, the parties have executed this Contract effective the day and year referenced below.

KUBOTA TRACTOR CORPORATION

NATIONAL JOINT POWERS ALLIANCE®

By 
Authorized Signature-Signed

By 
Authorized Signature-Signed

By Greg Embury, Vice President
Authorized Signature-Printed

By Gary L. Nyles
Authorized Signature-Printed

Date Jan 6, 2010

Date 1-13-10

Notice Address:

3401 Del Amo Blvd
Torrance, CA 90503

Notice Address:

200 1st Street NE
Staples, MN 56479

KBA Primary Contact Information

Awarded Vendor Name: Kubota Tractor Corporation

Address: 3401 Del Amo Blvd

Torrance, CA 90503

Phone 310 303 7834 Fax 310 370 3846

Program Contact Name: Cynthia Bennett Title: Manager, Direct Sales

Email: cbennett@kubota.com

Web Site: Kubota.com

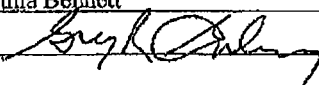
J.

**Bid Offering
And Acceptance and Award
IFB #081209**

FORM D

**LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,
Bid Offering (To be Completed Only by Bidder)**

In compliance with the Invitation for Bid (IFB) for LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: Kubota Tractor Corporation Date: August 11, 2009
Company Address: 3401 Del Amo Boulevard
City: Torrance State: CA Zip: 90503
Contact Person: Cynthia Bennett Title: Manager, Direct Sales
Authorized Signature (ink only):  Greg Embury
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Gary L. Nytes
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 10th day of Sept, 2009 Contract Number # 081209-KBA

NJPA Authorized signature:  Jane A. Wall
(Name printed or typed)

Title: board secretary

Executed this 22nd day of September Contract Number # 081209-KBA

FOR IMMEDIATE RELEASE

Contact: (877) KUBOTA-NEWS [(877) 582-6826]
newsroom@kubotamedia.com

Kubota Awarded Competitively Bid Contract by NJPA

Kubota awarded landscaping and grounds-related equipment, accessories and supplies contract

TORRANCE, Calif. (December 1, 2009) – Kubota Tractor Corporation has been awarded a vendor contract with the National Joint Powers Alliance® (NJPA) in the landscape and grounds equipment category. NJPA includes a network of more than 30,000 municipal agencies across the U.S., and Kubota has been selected as a competitively bid vendor (Contract #081209-KBA) to supply Kubota’s entire lineup of innovative turf and landscape equipment to the municipal and educational agencies that makeup the NJPA network. With Kubota named as a Competitively Bid and Awarded vendor, the process for the NJPA agencies to consider Kubota equipment for bid – from utility vehicles, tractors, excavators, mowers and all grounds-related equipment – has been streamlined for the contract process across the U.S.

“Our organization is pleased to be awarded an NJPA contract,” says Greg Embury, vice president, sales and marketing, Kubota Tractor Corporation. “Kubota’s durable, high-quality tractors and landscape equipment will ‘fit the bill’ for NJPA’s many agencies that are looking for equipment that is easy to maintain, offers high performance and allows agencies to be extremely efficient for completing maintenance and landscape work. Our long-lasting Kubota equipment offers a wide choice in mowers, tractors, utility vehicles, excavators and tractor accessories for NJPA member organizations utilizing grounds-related equipment.”

Governed by a publicly elected board of directors, the NJPA is a municipal contracting agency dedicated to securing the best value for its members by leveraging their collective purchasing power. Members include organizations such as cities, counties, K-12’s, school districts, colleges, universities and other agencies utilizing buildings and grounds-maintenance equipment.

According to NJPA, Kubota Tractor Corporation was chosen, by its bid evaluation committee, to be awarded an NJPA contract based on Kubota’s selection and quality of products and equipment, as well as Kubota’s competitive prices. Additional information regarding NJPA can be found at www.njpacoop.org or by contacting NJPA’s Contract Manager at email: andy.campbell@njpacoop.org.

Kubota Tractor Corporation, Torrance, Calif., is the U.S. marketer and distributor of Kubota-branded equipment, including a complete line of tractors up to 118 PTO hp, performance-matched implements, compact and utility-class construction equipment, consumer lawn and garden equipment, commercial turf products and utility vehicles. For product literature or dealer locations, contact Kubota Tractor Corporation at 3401 Del Amo Blvd., Torrance, CA 90503, (888) 4-KUBOTA [(888) 458-2682], Ext. 900, or visit www.kubota.com.

#



National Joint Powers Alliance

200 First Street NE • Staples MN, 56479

888-894-1930 • www.njpacoop.org

ADDENDUM

to

The National Joint Powers Alliance®

Invitation for Bid (IFB)

#081209

for

LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

After experiencing some confusion within NJPA regarding the deadline for inquiries, and receiving substantial interest in this IFB at, and after the deadline for inquiries to this IFB, NJPA has determined that it is in the best interest of our members to extend the due dates for this IFB to allow additional competition for this procurement contract.

NJPA hereby elects to amend the time line for this bid as follows:

July 9, 2009 and

July 16, 2009

August 12, 2009

August 14, 2009 10:00AM Central

August 21, 2009

2:00 p. m.

• Publication of IFB in the print and online
Minneapolis Star Tribune, the NJPA website, and
on the website of noticetobidders.com

• Deadline for IFB requests

Pre-Bid Conference (webcast – conference call)

• ~~Deadline for Submission of Bids, and Public~~

Opening of bids

National Joint Powers Alliance®

By

Its

Dated August 3, 2009

National Joint Powers Alliance® (herein NJPA) Invitation for Bid (herein IFB)

for the procurement of

LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,

IFB Opening

August 12, 2009

2:00 p.m.

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

IFB #081209

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning July 9, 2009 and continuing until July 30, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until August 12, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The text above is the Public Notice to Bidders to be used by NJPA.

IFB Timeline

July 9, 2009 and

July 16, 2009

July 30, 2009

August 4, 2009 10:00AM Central

August 12, 2009

2:00 p. m.

- *Publication of IFB in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
- *Deadline for IFB requests*
- *Pre-Bid Conference (webcast – conference call)*
- *Deadline for Submission of Bids, and Public Opening of bids*

Direct questions regarding this IFB to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

IFB Procedures offers the methods for submitting questions.

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a Municipal Government Service Cooperative created by Minnesota Legislative Statute §123A.21 with the directive and commitment to offer, among other things, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products and services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative purchasing contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all bids, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

B. JOINT EXERCISE OF POWERS LAWS

1.4 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other states. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59. The Minnesota "Joint Exercise of Powers Law" states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

C. WHY BID A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.5 National Cooperative Procurement Contracts create value for both governmental buyers and their Vendors of products and services in two ways:

1.5.1 We **save the time and effort** of many governmental buyers bringing individual procurement bids AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.5.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded bid response is likewise exposed to thousands of potential purchasing units nationwide.

1.6 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.7 The collective purchasing power of thousands of NJPA Members nationwide offer the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this IFB, substantial volume is anticipated and volume pricing is requested.

1.8 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual bidding process.

D. THE INTENT OF THIS IFB

1.9 The intent of this bid is to award an Exclusive Contract to a qualifying manufacturer Bidder demonstrating a solution which meets or exceeds the needs of NJPA or NJPA Members within the scope of **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**. Qualifying Bidders must be able to demonstrate the knowledge of applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states, with potential to serve internationally. All bids received will be evaluated based on (among other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.10 A response to this IFB can be in the form of a Line-Item Pricing *or* Percentage Discount from Catalog or Category Pricing purchasing contract. NJPA desires a relationship with a vendor providing a broad array of equipment, products, accessories and services within the **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** industry. Those products and services must be those most used and desired by NJPA and NJPA Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.11 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer if such action is in the best interests of NJPA and NJPA Members.

1.12 Multiple Awards: NJPA reserves the right to award a Contract to multiple Bidders where the responding Bidders are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and NJPA Members

1.13 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee and on the best interests of NJPA and NJPA Members. NJPA is seeking a Prime or Exclusive Vendor relationship(s) to meet this need. The goal and intent of this IFB is to follow through with a bid award and executed Vendor Agreement to be marketed through the NJPA to its participating members.

1.14 Best Responsive – Responsible Bidder: It is the intent of the NJPA to award a Contract to the best responsible and responsive Bidder(s) offering the best overall quality and selection of products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Bidder's response has been submitted in accordance with the requirements of this IFB.

1.15 Sealed Bids: NJPA will receive sealed bid responses to this IFB in accordance with accepted standards set forth in the Minnesota Procurement Code and municipal contracting law. Awards may be made to responsible and responsive Bidders whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members.

1.16 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of the NJPA Members. NJPA and/or its members reserve the right to obtain like goods and services from another source.

1.17 Sole Source of responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products and services. NJPA also desires a sole source of responsibility with regard to:

1.17.1 Scope of Products and Services: NJPA desires a single provider for the broadest possible scope of the goods and services being bid over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.17.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products and services bid. Bidder's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Bidder and are involved in providing or delivering the goods and services being bid. Vendor assumes all responsibility for the products and actions of any such Sub-Contractor.

E. SCOPE OF THIS BID

1.18 Solutions Based Invitation:

1.18.1 All potential Bidders are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the Bidder's products and services.

1.18.2 With this intimate knowledge of NJPA and NJPA Member's needs, Bidders are instructed to provide their bid response in a format describing their solutions to those current and future needs and requirements.

1.18.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.18.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being bid.

1.18.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.18.3.3 Good, Better, Best: Where appropriate and properly identified, Bidders are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.18.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Bidders are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.19 Geographic Area to be Bid: This IFB invites bids to provide **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Bidders will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.20 Manufacturer as a Bidder: If the Bidder is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer

Network. Unless stated otherwise, a Manufacturer or wholesale distributor bidder is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this IFB on behalf of the Manufacturer or wholesale distributor Bidder. Any such dealer will be considered a sub-contractor of the Bidder/Vendor. The relationship between the Manufacturer or wholesale distributor Bidder and its Dealer Network may be proposed at the time of the bid submission if that fact is properly identified.

1.21 Dealer/Re-seller as a Bidder: If the Bidder is a dealer or re-seller of the products and/or services being bid, the response will be evaluated based on the Bidder's authorization to provide those products and services from their manufacturer. Where appropriate, Bidders must document their authority to offer those products and/or services.

1.22 Contract Term: NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and NJPA Members.

1.23 Minimum Contract Value: NJPA anticipates considerable activity resulting from this IFB and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members.

1.24 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.25 Largest Possible Solution: If applicable, Contracts will be awarded to Bidder(s) able to deliver a bid meeting the entire needs of NJPA and NJPA Members within the scope of this IFB. NJPA prefers Bidders submit their complete product line of products and services described in the scope of this bid. NJPA reserves the right to reject specific products bid as a part of the award.

1.26 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.27 Bidder's Commitment Period: In order to allow NJPA the opportunity to evaluate each bid thoroughly, NJPA requires that any response to this solicitation be valid and irrevocable for ninety (90) days after the date bids were opened regarding this IFB.

F. SPECIFICATIONS FOR PRODUCTS AND SERVICES BEING BID

1.28 Industry Standards: Except as contained herein, the specifications for this IFB shall be those accepted guidelines set forth by the **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** industry as they are generally understood and accepted within that industry across the nation. Submitted products, related services, and their warranties are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and NJPA Members.

1.28.1 Deviations from industry standards must be identified by the Bidder and explained of how, in their opinion, the products and services they bid will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

1.29 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be

expanded by the Bidder to deliver the Bidder's "Solution" to NJPA and NJPA Member's needs.

1.30 Commonly used Goods and Services: It is important that the products submitted are the products, supplies, and equipment commonly requested by NJPA or NJPA Members.

1.31 New Current Model Goods: Bids submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Bidder's "Hot List" described herein.

1.32 Compliance with laws and standards: All items supplied on this Contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, the National Fire Protection Association Standards, and any other applicable safety or regulatory standards or codes.

1.33 Delivered and operational; Products offered herein are to be bid based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in your bid response.

1.34 Warranty: The Bidder/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Bidder has the primary responsibility to submit, as a part of Tab 4, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.35 Bidder's Warrants: The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this IFB including any specifications or standards. In addition, Bidder/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.36 By execution and delivery of a bid, Bidder certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The Bidder/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Bidder agrees to promote and offer to Members only those products and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.37 A response to this IFB is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products and services contained in and referenced to in this invitation.

1.38 All stated terms and conditions, expectations to include the goals, intent and scope of this IFB as described as a part of this IFB are to be considered binding under the signatures of authorized parties and are part of the Contract.

2. DEFINITIONS

A. BIDDER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Bidder must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this IFB.

2.2 Potential Bidder- A person or entity requesting a copy of this IFB.

2.3 Bidder- A person or entity delivering a timely response to this IFB.

2.4 Vendor- One of a number of Bidders whose bid has been awarded a contract pursuant to this IFB.

B. CONTRACT

2.5 “Contract” as used herein shall mean cumulative documentation consisting of this IFB, an entire Bidder’s response, and a fully executed “Acceptance and Award.”

C. TIME

2.6 Periods of time, stated as number of days, shall be in calendar days.

F. BIDDERS RESPONSE

2.7 A Bidders Response is the entire collection of documents as they are received by NJPA from a Potential Bidder in response to this IFB.

G. CURRENCY

2.8 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

3. INSTRUCTIONS TO PREPARING YOUR BID

A. PREBID CONFERENCE

3.1 A pre-bid conference will be held at the date and time specified in the time line on page one of this IFB. Conference call and web connection information will be sent to all Potential Bidders through the same means employed in their enquiry. The purpose of this conference call is to allow Potential Bidders to ask questions regarding this IFB.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to the NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this bid, marketing, sales, and any other area deemed essential by the Bidder.

C. BIDDERS EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Bidder may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification of a bid response.

D. FORMAL INSTRUCTIONS TO BIDDERS

3.6 It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the deadline for submission of bids.

3.7 All bids must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 All bids must be submitted in both hard copy and electronic formats (on a compact disc). Both hard copy and electronic bids must be tabbed (in appropriately named files in the case of the CD) as identified herein. Electronic bid submissions should be submitted in a nested file structure where the root file is entitled "Bid Response". Files contained in the root file should be entitled "Tab A, Tab B,..." Documents within the nested files should be individual documents or folders appropriately titled as to their content.

3.9 Two complete copies of each bid must be submitted with the exception of a single original bid bond submitted in one response copy with a copy of the bid bond in the second response copy. All Bid forms must be legible. All appropriate forms must be executed by an authorized signatory of the Bidder. Blue ink is preferred for signatures.

3.10 Electronic bid submissions should be submitted using the electronic forms provided. If a Bidder chooses to use alternative documents for their response, the bidder will be responsible for ensuring the content is effectively equal to the NJPA form and that the document is in a format readable by NJPA.

3.11 Product descriptions, fact sheets, and catalogs should be submitted in electronic only format in an effort to limit the use of paper resources in the hard copy response. Price lists in excess of 20 pages should be submitted in electronic format only.

3.12 It is the responsibility of the Bidder to be certain that the bid submittal is in the physical possession of NJPA on or prior to the deadline for submission of bids. Bids must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the bid number, bid category name, the message "Hold for Bid Opening", and the deadline for bid submission. NJPA cannot be responsible for late receipt of bids. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

3.13 Corrections, erasures, and interlineations on a Bidder's response must be initialed by the authorized signer in original ink on all copies to be considered.

3.14 Addendums to the IFB: The Bidder is responsible for ensuring receipt of all addendums to this IFB.

3.14.1 Bidder's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this IFB.

3.14.2 Addendums to this IFB can change terms and conditions of this IFB including the deadline for submission of bids.

E. CONTENTS AND TABBING OF BID SUBMISSION

3.15 In order to insure that every bid receives a fair evaluation and comparison, it is required that each Bidder tab and label their bid as indicated on Form A "Vendor Questionnaire."

F. QUESTIONS AND ANSWERS ABOUT THIS IFB

3.16 Upon examination of this IFB document, Bidder shall promptly notify the Coordinator of Bids and Contracts of any ambiguity, inconsistency, or error that they may discover. Interpretations, corrections and changes to this IFB must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Bidder shall not rely upon such.

3.17 Submit all questions about this IFB, in writing, referencing “**LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**” to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or ifb@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the IFB. Requests for additional information or interpretation of instructions to Bidders or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Bidders to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. CST of the seventh (7th) calendar day prior to bid due-date cannot be answered.

3.18 If the answer to a question is deemed by NJPA to have a material impact on other Inquirers or the IFB itself, the answer to the question will become an addendum to this IFB.

3.19 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other Inquirers or the IFB itself, no further documentation of that question is required.

3.20 As used in this solicitation, clarification means communication with a Potential Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the IFB.

3.21 Addenda are written instruments issued by the NJPA that modify or interpret this IFB. All addenda issued by the NJPA shall become a part of the IFB. Addenda will be delivered to all Potential Bidders using the same method of delivery of the original IFB material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current Bids” and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of bids, except an addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each Potential Bidder shall ascertain prior to submitting a Bid that it has received all addenda issued, and the Bidder shall acknowledge their receipt in its Bid Response.

3.22 An amendment to a submitted bid must be in writing and delivered to NJPA no later than the time specified for opening of all bids.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

3.23 A submitted bid may not be modified, withdrawn from or cancelled by the Bidder for a period of ninety (90) days following the date bids were opened regarding this IFB. **Prior** to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Bidder and shall be delivered to NJPA prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Potential Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidder.

H. VALUE ADDED ATTRIBUTES, PRODUCTS, AND SERVICES

3.24 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being bid which adds value to those items being bid. The

availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.25 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Bidder’s Questionnaire and Bidder’s product and service submittal and must be tabbed under Tab 4.

3.26 Value added products and expanded services, as they relate to this IFB, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,** and advances to provide products, supplies, equipment, and services meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs and complements the products, equipment, services and training. Value added could include areas of product and equipment, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this IFB.

3.27 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Dealer or Supplier networks) involved in carrying out the activities invited. The ability of a Bidder to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this IFB.

3.28 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products and services they purchase. Please identify any “Green” characteristics of the goods and services in your bid and identify the sanctioning body determining that characteristic.

3.29 Green Products and Green Vendors: NJPA, NJPA Members, and Vendors alike are responsible for being good stewards of the planet we share. Vendors are asked to, not only provide green products, but also to notify NJPA and NJPA Members of the green characteristics of those products. With this information NJPA and NJPA Members have the opportunity to both choose green products and comply with certain green regulations and initiatives.

3.30 On-Line Shopping/Ordering systems: On-line shopping and ordering systems will be viewed as a value-added characteristic.

3.31 Financing: The ability of the Bidder to provide financing options for the products and services being bid will be viewed as a Value Added Attribute.

I. BID BOND

3.32 A bid bond in the amount of \$10,000 (or a cashier’s check payable to NJPA in the same amount) will be required of all Bidders to secure the Bidder’s performance in completing the “Contract” contemplated herein. The bid bond (or cashier’s check) will be released to the Bidder following the required 90 day commitment period. If a bid bond is provided it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year).

- ACCEPTABLE BID BOND MUST BE PROVIDED WITH THE BID SUBMITTAL.
- INDUSTRY STANDARD DOCUMENTS ARE ACCEPTABLE.

- A SURETY THAT IS RATED AT LEAST A OR EQUIVALENT BY A MAJOR RATING COMPANY SHALL ISSUE BID BOND.
- THE BID BOND SHALL IDENTIFY NJPA AS THE OBLIGEE.
- THE BID BOND SHALL HAVE THE BIDDER IDENTIFIED AS THE OBLIGOR.
- THE BIDDER SHALL AGREE TO PROVIDE THE BASIC BID BOND ACTIVE UNTIL RELEASED BY NJPA. THE BIDDER ALSO AGREES TO ALLOW NJPA TO RETAIN THE CASHIERS CHECK IN THE EVENT THIS IS USED TO MEET THIS REQUIREMENT.
- A CASHIERS CHECK FOR THE STATED AMOUNT IS ALSO ACCEPTABLE TO MEET THIS BID REQUIREMENT AND SHALL BE CONSIDERED EQUAL IN VALUE AND PURPOSE TO A BID BOND.

3.33 THE PURPOSE OF THE NJPA SOLICITATION BID BOND IS TO INSURE THAT THE AWARDED BIDDER FOLLOWS THROUGH IN THE DEVELOPMENT AND EXECUTION OF THEIR MARKETING PLAN. NJPA RESERVES THE RIGHT TO ACTIVATE THE CASH VALUE OF THE BID BOND OR CASHIERS CHECK IN THE EVENT THE AWARDED BIDDER FAILS TO INITIATE AND EMBRACE SAID MARKETING PLAN TO THE SATISFACTION OF NJPA.

J. CERTIFICATE OF INSURANCE

3.34 All Bidders must provide verification of liability insurance coverage with their bid submission. A commercial general liability insurance policy will be required documenting standard coverage limits of at least \$1 million/\$2 million and standard automobile coverage. Evidence of the required insurance shall be provided by means of a certificate of insurance and documented under Tab 3.

Prior to commencing services under this Contract, successful Bidder shall provide and maintain during the entire life of this Contract a certificate of insurance with the above limits and having NJPA identified as an **additional insured**. The coverage is to be maintained in full effect during the term of any Contract resulting from this IFB.

K. ORDER PROCESS AND/OR FUNDS FLOW

3.35 Please propose an order process and funds flow for your bid. Please choose from one of the following:

3.35.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this IFB.

3.35.2 Through NJPA: If the order process and/or funds flow are proposed to be processed through NJPA, (that is NJPA receives orders from NJPA Members and places orders from the Vendor AND/OR NJPA invoices and collects funds from NJPA Members and pays invoices from the Vendor), please detail the proposed process for these transactions including their timing, potential charges related to timing, and any line-of-credit relationship to be established.

3.35.3 Other: Please fully identify.

L. ADMINISTRATIVE FEES

3.36 Bidder agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this IFB to current and potential NJPA Members. This Administration Fee shall be:

3.36.1 Calculated as a percentage of the dollar volume of all goods and services provided to and purchased by NJPA and NJPA Members, and

3.36.2 Included in, and not added to, the pricing included in Bidder's response to this IFB, and

3.36.2 Established as a part of the Vendor Agreement process, and

3.36.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this IFB.

3.36.3.1 Typical administrative fees for a B-TO-G order process and funds flow can be 2.0%.

3.37 The opportunity to propose these factors and an appropriate administrative fee is available in the questionnaire part of this IFB.

4. PRICING STRATEGIES

4.1 NJPA requests that Potential Bidders respond to this IFB only if they are able to offer a wide array of products and services at prices lower than what they would ordinarily offer to single government agency, larger school district, or regional cooperative bid.

4.2 This IFB is an "Indefinite Quantity Unit Price Request" with potential national sales distribution and service. You are agreeing to fulfill Contract obligations regarding each item to which you provide a description and a price. If your specification requires additional supporting documentation, describe where it can be found in your submission. If you offer the specification in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 4, and copied on a CD along with other requested information as a part of a Bidder's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with a cash purchase option of the products and services being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All bidders will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," "Percentage Discount from Catalog Pricing," or a combination of these two pricing strategies. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Bidders with a large number of products to bid may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

4.6 Unit Pricing: Unit Pricing is a line-item technique of pricing for services including the related materials for those service on a unitized basis, The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this IFB) , sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped logical combination of product and service and could be priced per square foot. Whether pricing services or logical combinations of products and services, pricing per unit of product/product and service must be quoted (i.e. cost per square foot of sheetrock hung and taped).

4.7 All Line-Item Pricing items must be numbered, organized, sectioned, and easily understood by the

bid review committee and members.

4.8 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Bidder's bid.

4.9 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Bidders are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.10 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet.

4.11 Bidders are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG

4.12 Percent Discount From Catalog or Category Pricing- A specific percentage discount from a "Base or List Price" defined as a published manufacturers list, or catalog price for the products or services being bid. The "Base or List Price" is the price charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Bidder sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Bidder is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a "Base Price" for products from one or more published catalogs. The "Base Price" will be the price generally applicable to government and education customers absent the discounts contemplated herein. The catalog may be published by the Bidder or by the Bidder's supplier. "Published" means generally available to a dealer network distributing those products and services being bid in either print or electronic formats where an "Auditor" may verify the "Base Price" of a product bid during the term of a Contract.

4.16 When a Bidder elects to use "Percentage Discount from Catalog or Category," Bidder will be responsible for providing and maintaining current "Base or List Pricing" with NJPA both in their Bid and throughout the term of any Contract resulting from this IFB.

4.17 New "Base or List Price" Catalogs may be submitted for review throughout the term of the Contract. NJPA reserves the right to review subsequent catalogs submitted to determine if the represented products reflect the contracted products and equipment. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs will result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract would be grounds for terminating the Contract for convenience. New optional accessories for equipment may be added to the Contract at the time they become available.

C. HOT LIST PRICING

4.18 NJPA also invites the Vendor, at their option, to offer a specific selection of most commonly used products, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product pricing, including the Hot List Pricing must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Consideration and valuation points will be given to the most advanced selection of Hot List Pricing products. Providing a “Hot List” of products is optional. Products and services may be added or removed from the “Hot List” at any time provided that current “Hot List” prices are provided to NJPA at all times.

4.19 Hot List pricing may also be used to discount and liquidate close-out and discontinued products as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.20 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product descriptions and Pricing with NJPA.

D. CEILING PRICE

4.21 Bid pricing is to be established as a ceiling price. At no time may the bid products be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to meet the specific needs of an NJPA Member.

4.22 Allowable specific needs may include commitments for certain purchase volume commitments or the establishment of custom programs based on the individual competitive market needs of certain NJPA Member.

E. VOLUME PRICE DISCOUNTS

4.23 Bidder’s/Vendor’s are free to offer volume and committed volume discounts from the quantity-of-one pricing documented in a Contract resulting from this IFB. Volume commitment levels shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.24 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA or NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.25 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor’s suppliers.

F. SOURCED GOODS

4.26 NJPA and NJPA Members may, from time to time, request goods and services within the scope of this IFB which are not included in an awarded Vendor’s line-item listing or “list or catalog” known as Sourced Goods.

4.27 An awarded Vendor resulting from this IFB may “Source” these products for NJPA or NJPA Member to the extent that they:

4.27.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.27.2 Document the Vendor's "Total Cost of Acquisition" of such Sourced goods, and

4.27.3 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA or NJPA Member.

G. TOTAL COST OF ACQUISITION-

4.28 The Total Cost of Acquisition for the products and services being bid, including those payable by NJPA or NJPA Members to either the Bidder or a third party, shall be disclosed in the Bidder's response including but not limited to:

- The capitalized cost of the base products and services being bid,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the products and services being bid.
- The cost of delivery and installation (where applicable) of the products and services and any accessories being bid.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products and services being bid and making it operational at the purchaser's site.

4.29 The Total Cost of Acquisition is to be stated "As Bid." As an example, a materials only bids, or portions of bids, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key bid must include the total costs to be incurred in the process of delivering that combination of products and services.

H. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.30 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.31 New products and services may be added to a Contract resulting from this IFB at any time during that Contract to the extent that those products and services are within the scope of this IFB. Those requests are subject to review and approval of NJPA. Allowable new products generally include new updated models of products and services previously offered which reflect new technology and improved functionality.

4.32 Bidders representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this IFB.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original bid, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original bid, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.36 Our intent here is to encourage you, the Vendor, to provide and document our due diligence in a

clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from you, and we are requiring it in this format.

I. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to bid their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the “Best Interests of NJPA and NJPA Members” is pretty easy when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new models replacing old models cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.39 Price Change Request Format: An awarded Bidder will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying, where appropriate, both current and proposed pricing. Attachments such as letters from material suppliers announcing price increases are appropriate for documenting your requests here.

J. PRICE AND PRODUCT CHANGES FORMAT

4.40 NJPA’s due diligence regarding product and price change requests is to consider the reasonableness of the request and document that consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.40.1 A cover letter:

a. Please address the following subjects in your cover letter:

- i. What items prices are changing?
- ii. How much are the prices changing?
- iii. Why are the prices changing?
- iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.

- i. If appropriate, **for example**, state that, “All paper products increased 5 % in price due to transportation costs.”
- ii. If appropriate, for instance, state that, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

4.40.2 An excel spreadsheet identifying all products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of “[Vendor Name]

pricing effective XX/XX/XXXX.”

a. Include all products regardless of whether their prices have changed. By observing this convention we will:

- i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
- ii. Create a historical record of pricing.

K. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and with each request for product addition, deletion, and pricing change; all products and services available, and the prices for those products and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.42 Bidder’s/Vendor’s may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.43 All products and services, together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.44 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this IFB.

L. PAYMENT TERMS

4.45 Payment terms will be defined by the Bidder in the Bidder’s response. Bidders are encouraged to offer discounts for prompt payment. Bidders are encouraged to offer payment terms through P Card services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your bid. Bidders must submit an example of the lease agreement to be used. Bidders must identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Bidder and the Leasing Company

M. SALES TAX

4.47 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this IFB.

N. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only bids, or sections of bids, must be defined and tabbed under Tab 4 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “bid pricing.”

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.52 Bidders must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.53 A restocking fee may only be charged on products ordered and that have been delivered to the member’s site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived, at the option of the Bidder/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 4.

4.54 Bidder agrees that shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the “Shipping Program” of a Bidder’s response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.57 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.58 The NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.59 Throughout the term of the Contract, Bidder agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Bidder must arrange for the return shipment of damaged goods.

4.60 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

O. NORMAL WORKING HOURS

4.61 Prices quoted are for products and services delivered during normal business hours. Normal Business hours will be 1) as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this IFB.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this IFB is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, the feet-on-the-street sales force who will be carrying this Contract opportunity in the field to NJPA and NJPA Members in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does your sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively bid national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual IFB's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Bidder must demonstrate the ability to both market and service their products

nationwide. Please demonstrate that your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Bidder must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Bidder will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and other places.

5.4.2 Press releases and advertisements. Bidder will identify a marketing plan identifying their anticipated press releases, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Bidder's Website. Bidder will identify how an Awarded Contract will be displayed on the Bidder's website. An on-line shopping experience for NJPA and NJPA Members will be viewed as a value-added attribute to a Bidder's response.

5.4.4 Trade Shows. Bidder will outline their proposed involvement in the promotion of a Contract resulting from this IFB through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors will be required to participate in the following trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Bidder must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products and services to current and potential NJPA Members. NJPA reserves the right to deem a bidder non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help the NJPA rollout this program to current and potential NJPA Members. NJPA requires that the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and dealer training programs involving both Vendor and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and NJPA Members.

5.7 Facilitating NJPA Membership: Bidder should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

5.7.1 Membership information: Bidder should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. BID OPENING PROCEDURE

6.1 Sealed and properly identified Bidder's Responses for this IFB entitled "**LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**" will be received by Gregg Meierhofer, Coordinator of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of bids at **2:00 p.m. on August 12, 2009**. The NJPA Director of Business Development, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning July 9, 2009 and continuing until 4:00 p.m. on July 30, 2009**. A letter or e-mail request is required to receive a complete IFB. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or IFB@njpacoop.org to receive a complete copy of this IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB are invalid and will not receive consideration. All Bid Responses must be submitted in a sealed package. The outside of the package shall plainly specify "**LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,**" To avoid premature opening, it is the responsibility of the Bidder to label the Bid Response properly.

7. EVALUATION OF BIDS

A. THE BID EVALUATION PROCESS

7.1 NJPA will use a 1000-Point Evaluation System to help determine the best overall Bidder(s) selection. Bonus points may be available for specific bid characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Bidder stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set forth under "Bidder Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Bidder(s) based on the recommendations of the Bid Review Committee.

7.6 The procurement activities of the NJPA Bid Review Committee are limited to document preparation, answering Bidder questions, advertising the solicitation, distribution of this IFB upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. BIDDER RESPONSIVENESS

7.7 Bidder's Responses received after the deadline for bid submission will be invalid and returned to the Potential Bidder unopened.

7.8 An essential part of the bid evaluation process is an evaluation to qualify the Bidder being considered. All bids must contain answers or responses to the information requested in the bid forms. Any Bidder failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non responsive.

7.10 To qualify for evaluation, a bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 The Bid Review Committee shall utilize the following criteria to evaluate all bids received. Items 1-4 constitute the test for “Level One Responsiveness” and are determined on the bid opening date. “Level 2” responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The bid response is received prior to the deadline for submission.
2. The bid package was properly addressed and identified.
3. The bid response contains the required bid bond.
4. The bid response contains original signatures on all documents requiring such.
5. Response’s conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Bidder that meets or exceeds those set within the solicitation.
7. Information from references and past performance information (PPI), including past member approval.
8. Demonstrates that they offer the most current industry standard products and/or services. Yes/No
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates that their products and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products and services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. bid bond, insurance certificates, licenses, and/or registration certificates required to do business nationally. Yes/No
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products, services and warrantees provisions with their associated units of costs.
16. Hot List Pricing of the most commonly purchased items in a Line-Item Pricing format (where applicable).
17. Contract Pricing submitted as requested to include Line-Item Pricing and/or Percentage Discount from Catalog or Category Pricing.

C. BID EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these specifications, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Bidder Information and Questionnaire.

7.14 The fact that a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent of this IFB will not be considered sufficient cause to adjudge this IFB as restrictive.

7.15 The Bidder is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the bid evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Bidder to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this bid will be positively reviewed.

7.18 Consideration will also be given to bids demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's standards.

7.19 Strong consideration will be given to a Bidder's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Bidder's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this IFB as defined by industry standards.
2. Prior knowledge of and experience with a Bidder in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of the NJPA and NJPA Members.
4. Evaluation of Bidders' ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Bidder.
6. Nature and extent of company data furnished in Bidder's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service NJPA and NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting the shipping and delivery of products and services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Warranty and product/service responsibility.

7.22 The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

7.23 A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

7.24 The NJPA reserves the right to reject the Bidder's Response of the apparent successful Bidder where

the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this IFB and potential Contract.

7.25 The NJPA shall reserve the right to reject any or all bids. NJPA also reserves the right to reject a bid not accompanied by required bid bond, other data required by this IFB, or if a Bidder's response is incomplete or irregular. The NJPA shall reject all bids where there has been collusion among the Bidders.

7.26 Overall Evaluation (FORM G) - The NJPA Bid Review Committee will evaluate bids received based on a 1000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of that criteria by assigning possible scores for each item.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Bid Review Committee based on criteria identified as being both "optional" and "having additional value" to the bid being reviewed.

D. COST SCORING EVALUATION

7.28 Cost evaluation may be used to make a best value determination. NJPA reserves the right to use this process in the event that the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Bidder for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products shall be selected by the NJPA bid review committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Bidder will receive the full point value and all other Bidders will receive points as follows: Lowest price Bid=5 (where there are five bidders), and inferior bids = 4, 3, 2, 1 points each. The Total Score for each bidder will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 The NJPA reserves the right to request and test products and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the NJPA, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Bidder's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Bidder's record of conforming to specifications and standards of good workmanship. The Bidder's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, PPI can be defined as the Bidder's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF BID FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any bid and to accept bids, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. VENDOR AGREEMENT

8.1 An Awarded Bidder will be offered a Vendor Agreement with NJPA. This agreement will be separate

from any Contract resulting from this IFB and will be used to identify Vendor and NJPA marketing responsibilities, product and service order and payment flow responsibilities, and the establishment of the administrative fee payable by Vendor to NJPA for the facilitation of the Contract. In the event the awarded Bidder and NJPA are not able to execute an acceptable Vendor Agreement, NJPA reserves the right to reject the awarded Bidder, or make the award to the next responsive Bidder based on the 1000 Point Evaluation System. NJPA also reserves the right to exercise the bid bond and retain the funds in the event the Bidder fails to enter into a Contract with NJPA within 90 days after the date bids were opened regarding this IFB.

8.2 Successful Bidder(s) will be notified that their Bidder's Response has been recommended for award by the NJPA Review Committee. The recommended Bidder and the NJPA contract department will then work out details of the Vendor Agreement implementation including:

- Marketing plan
- Order processing procedures
- Contract marketing activities
- Contract management for the Vendor and the NJPA
- Marketing material, advertising, flyers, website access, etc.
- A commitment by the Vendor to attend and promote a resulting Contract through the use of a display booth at four or more national trade shows. NJPA and Vendor will jointly select the trade shows to attend.
- Execution of the Vendor Agreement.

B. SUBSEQUENT AGREEMENTS

8.3 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to an Contract resulting from this IFB. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.4 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.5 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this IFB.

8.6 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this IFB at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this IFB, however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this IFB.

8.7 Specialized Service Requirements- In the event that service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this IFB; NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this IFB. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service.

8.8 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

C. NJPA MEMBER SIGN-UP PROCEDURE

8.9 A Potential NJPA Member is generally stated as any unit of government, education, or non-profit organization nationwide (and with possible international distribution). A properly executed Membership creates the necessary "Paper Trail" connection between the Member and NJPA. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership shall have the option and freedom to access any of the procurement contracts of NJPA.

8.10 Awarded Vendors must agree to facilitate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. Potential NJPA Members may request membership with NJPA through the following methods:

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- Potential Members may also submit proposed membership documentation which complies with their State and local Laws, rules and regulations for NJPA review.

8.11 As part of the Contract award, it is the responsibility of the Vendor to facilitate the membership process.

8.12 It is agreed that the completion of a Member Sign-up form expressing the Qualifying Member's decision to participate under a Contract resulting from this IFB, signifies the NJPA Member's acceptance of a Contract resulting from this IFB, and all its specifications, terms and conditions therein.

D. REPORTING OF SALE ACTIVITY

8.13 A report of the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this IFB and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, a description of the items purchased.

E. AUDITS

8.14 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all

invoices sent by Vendor and payments made by NJPA members for all products purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

F. HUB VENDORS

8.15 Hub Vendor: NJPA Members may, from time to time, request a Vendor resulting from this IFB to serve them through a "Hub Vendor" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction. An Awarded Vendor resulting from this IFB may reject such a request provided they provide written notice of that rejection.

8.16 Hub Vendor Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Vendor in the transaction provided that:

8.16.1 The NJPA Member be notified by the Vendor that additional charges may apply; and

8.16.2 The Vendor document the transaction to be "Executed for the Benefit of [NJPA Member Name]" on the face of all transactional and warranty documentation.

G. TRADE-INS

8.17 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

H. TERMINATION OF CONTRACT RESULTING FROM THIS IFB

8.17 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for Purchase Orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this IFB and the expectations of NJPA.

8.18 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.19 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.20 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.21 The NJPA reserves the right to cancel or suspend the use of any Contract resulting from this IFB if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Bidder/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.22 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.23 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Bidder to this IFB for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.24 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this IFB within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this IFB to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF THIS IFB

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS IFB

9.2 Bidder/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with bidding regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this IFB and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products or services resulting from this IFB. All such laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Bidder/Vendor without prior written permission by the NJPA. No delegation of any duty of the Bidder/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. BIDDERS LIST

9.11 NJPA will not maintain or communicate to a bidders list. All interested bidders must respond to the solicitation as a result of one of the methods of bid advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting bids.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Bidder wishes to withhold any part of its bid from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. The NJPA shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Executive Director of the NJPA shall inform the Bidder, in writing, of such determination prior to award of Contract to Bidder.

H. DATA PRIVACY

9.14 Bidder agrees to abide by all applicable STATE and FEDERAL laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Bidder agrees to hold the NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. All terms and conditions of this IFB and the entire Bidder's response are to be considered a part of the resulting Vendor Agreement.

9.16 A Contract resulting from this IFB is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this IFB. Force majeure shall not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder/Vendor or any agent or representative of the Bidder/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract. However, paying the expenses of normal business meals or travel to meetings as described and allowed by law, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of products provided to the NJPA for demonstration, evaluation, or loan purposes are not considered gratuities.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Bidder/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Bidder/Vendor.

9.22 All responding Bidders must be licensed (where required) and have the authority to sell and distribute offered products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested under Tab 3.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of material suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this IFB will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products and services provided by third party material or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this IFB shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and Director of Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by IFB number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the bid form of relief sought.

R. PROVISIONS REQUIRED BY LAW

9.27 Bidder/Vendor agrees that in the performance of a Contract resulting from this IFB, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All bids submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Bids may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event that a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Bidder submitting a bid has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Bidder is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a statement to that effect.

9.32 If Bidder is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Bidder must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Bidder's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Bidder is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this IFB are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this IFB, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this IFB.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this IFB shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this IFB, neither party may be held liable for acts of omission or commission of the other party, and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

BIDDER QUESTIONNAIRE

Form A

Bidder Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your bid response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of bid (CD).**
- **Bid Bond (or Cashier's Check)**
- **Certificate of Insurance**

Please insert a table of contents

Tab 1: Company Information

- 1) Provide the full legal name, address, and telephone number for your business.
- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
- 3) Provide a brief history of your company that includes its goals and philosophy.
- 4) Provide profiles and an organizational chart for key executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 5) How long has your company has been in the **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**, industry?
- 6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being bid?
 - a) If the Bidder is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are bidding.
 - b) If the Bidder is best described as a manufacturer, please describe your relationship with your sales/service force in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 7) For public companies, provide your most recent annual report to shareholders.
- 8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

TAB 2 Industry-Marketplace Successes

- 9) List and document recent industry awards and recognition.
- 10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Tab 3 Bidder's ability to sell and service nationwide.

- 13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products and services contemplated in this IFB? Are these individuals your employees, or are they employees of a third party?
- 14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products and services contemplated in this IFB? Are these individuals your employees, or are they employees of a third party?
- 15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 16) Identify any geographic areas of the United States you will **NOT** be serving.
- 17) Identify any of NJPA Member segment you will not be serving? (Government, Education, Non-profit)

Tab 4 Marketing Plan

- 18) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 19) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send marketing materials in electronic format only to save paper.
- 20) Describe your use of the internet to provide marketing and product awareness.
- 21) Describe your perception of NJPA's role in marketing the partnership and products and services.
- 22) Describe the unique quality of the products in your bid in relationship to others available in the market.

Tab 5 Value Added Attributes

- 23) Describe any training programs available as options for members.
- 24) Describe technological advances your bid products offer.
- 25) Describe your "Green" program as it relates to your company, your products, and your recycling program.
- 26) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization or for related manufacturer or distributor directly involved in a Contract resulting from this RFP.
- 27) Identify any service contract options included in the bid price, or offered as a bid option, for the products or services being offered.
- 28) Identify your ability and willingness to service Canada specifically and internationally in general.

Tab 6 Payment Terms and Financing Options

- 29) Identify your payment terms. (net 30, etc.)
- 30) Identify any applicable leasing or other financing options as defined herein.
- 31) Briefly describe your proposed order process for this bid award and contract. (Note: order process may be modified or refined during the final Contract phase of this RFP process.)

Tab 7 Warranty

- 32) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 33) Do all warranties cover all material and labor?
- 34) Do warranties impose usage limit restrictions?
- 35) Do warranties cover the technicians travel time to perform warranty repairs?
- 36) Please list any other limitations or circumstances that would not be covered under your warranty.
- 37) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Tab 8 Other cooperative procurement contracts held

- 38) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Bidder.
- 39) Identify all government procurement contracts held or utilized by the Bidder with any State of the United States.
- 40) Identify any GSA Contracts held or utilized by the Bidder.

Tab 9: Pricing

- 41) Provide a general narrative description of the products and services you are offering in your bid.
- 42) Provide a general narrative description of your pricing model identifying how the model works (line item or percentage discount – base model plus options – FTA certified or non FTA certified – Etc).
- 43) Provide a statement of pricing.
- 44) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your bid response. Identify to whom these items are payable and their relationship to Bidder.
- 45) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this bid are:

- _____ a. The same as we offer on single school district bids.
- _____ b. The same as we offer to cooperatives and state purchasing departments.
- _____ c. Better than we offer to purchasing cooperatives or state purchasing departments.

(Your bid will be considered “Non-Responsive” if this question is not answered.)

- 46) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 47) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
- 48) Identify the Bidder’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)

Form B

BIDDER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Toll Free Number: _____ E-mail: _____
Web site: _____

Voids sometimes exist between management (those who respond to IFBs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Form G. OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed bid awards as set forth in the Minnesota Procurement Code, competitive sealed bids/awards will be made to responsible Bidders whose bids are determined in writing to be

responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set for "Bidder Responsiveness." A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

For the Bid Subject **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	65	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bider's Marketing Plan	25	
Value Added Attributes	75	
Payment Terms and Financing Options	25	
Warranty Coverages and Information.	50	
Other Cooperative Procurement Contracts Held.	10	
Selection and Variety of Products and Services Offered	300	
Total Points	1000	0

Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders WBME or SBE characteristics	50	

Overall Evaluation Points 1100 0

Reviewed by: _____ Its _____

_____ Its _____

**EXCEPTIONS TO BID, TERMS, CONDITIONS
AND SPECIFICATIONS REQUEST**

Form C

Company Name: _____

Responding Name: _____ Phone: _____

Note: This is a sample form. Actual data may be provided on disk and printed. **Original must be signed** and inserted in the bid after it is printed. Any exceptions to the Terms, Conditions, Specifications, or Bid Forms contained herein shall be noted in writing and included with the bid submittal.

IFB Page Number	Section	Term, Condition, or Specification	Exception

<u>IFB Page Number</u>	<u>Section</u>	<u>Term, Condition or Specification</u>	<u>Exception</u>

J.

**Bid Offering
And Acceptance and Award
IFB #081209**

FORM D

LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Gary L. Nytes _____
(Name printed or typed)

Title: _____ Executive Director NJPA _____

Awarded this _____ day of _____ **Contract Number # 081209**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 081209**

K. BIDDER ASSURANCE OF COMPLIANCE

Form E

Bid Affidavit Signature Page

BIDDER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Bidder is submitting their bid under their true and correct name, the Bidder has been properly originated and legally exists in good standing in its state of residence, that the Bidder possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Bidder" in this Contract, and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this IFB, and
3. The Bidder or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract, and
4. Neither I, the Bidder, nor, any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Bidder has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal, and
6. If awarded a contract, the Bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this IFB, Bidder offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this defined IFB under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per IFB, only new, unused and first quality products and services to designated NJPA Members, and
8. The Bidder has carefully checked the accuracy of all items and listed total price per item in this bid. In addition, the Bidder accepts all general terms and conditions of this IFB, including all responsibilities of commitment and delivery of services as outlined, and
9. Accompanying this bid is a bid bond for \$10,000.00, or a cashier's check payable to NJPA in the same amount, the same being subject for forfeiture in the event of default as identified by the undersigned, and
10. In submitting this bid, it is understood that the right is reserved by the NJPA to reject any or all bids and it is agreed that this bid may not be withdrawn during a period of 90 days from the date bids were opened regarding this IFB, and
11. The Bidder certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

12. If Bidder has more than 40 employees in the state in which their principal place of business is located, Bidder hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

FORM H

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

<p>1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and</p>	
<p>2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the <i>E-Verify</i> program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.</p>	
<p>I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.</p>	
Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone Number: _____
Printed Name: _____	Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Bid Award Recommendation(s) for NJPA Membership Approval

The following are the recommendations of the Bid Review Committee regarding IFB #081209 for the procurement of **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, .**

The Bid Review Committee for this IFB consists of:

Chairman:

Member:

Member:

Member:

The findings of the Committee are as follows:

A. Bids rejected as non-responsive and the reason for that determination:

B. Methodologies used by the committee for evaluation:

C. Bids recommended for approval with reasons for recommendation:

It is therefore recommended by the Bid Review Committee that a Contract be approved for the above Bidder(s). A Vendor Agreement will be established with the following Bidder and recommended use by participating member agencies

1. _____
 2. _____
 3. _____
 4. _____
 5. _____
- _____
- _____



Welcome to NoticeToBidders.com website. Please send all questions or comments to Gregg Meierhofer at 218-894-5473 or Gregg.Meierhofer@njpacoop.org

LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning July 9, 2009 and continuing until July 30, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until August 12, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

VENDING AND CAFETERIA RELATED EQUIPMENT AND SERVICES

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide VENDING AND CAFETERIA RELATED EQUIPMENT AND SERVICES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning June 24, 2009 and continuing until July 15, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until July 29, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

SCIENCE AND SCIENTIFIC RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide SCIENCE AND SCIENTIFIC RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning June 11, 2009 and continuing until July 2, 2009. Specification may be obtained

by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until July 9, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The National Joint Powers Alliance® (NJPA) issues this Invitation For Bid (IFB) to provide Indefinite Quantity Construction Contracting (IQCC) services to NJPA, and current and qualified NJPA government, education, and non-profit Members in all, or parts of, **Montana, North Dakota, South Dakota, Wyoming, Oklahoma, Northern Nevada, Massachusetts, Bakersfield CA & Hawaii**, . It is the intention of NJPA to award multiple contracts for construction services in each area. Each contract has an estimate annual value of \$2,000,000 and the term of the contract is up to four years. IQCC is a construction contracting procurement system that provides facility owners' access to competitively bid "on-call" general contractors to provide immediate construction services over an extended period of time.

Intending bidders are required to attend at least one pre-bid seminar PER BID DUE DATE for the purpose of discussing the IQCC procurement system, the contract documents, and bid forms

An electronic (CD) copy of the IFB Documents which include the instructions for submitting a bid and the bid documents may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First St. Northeast, Staples, MN 56479, or by email request to EZIQCC@NJPACOOOP.org. **All requests must include mailing address, email address, contact name, and phone number.**

Bids are due by 4:00 p.m. CST on 7/14/09 and will be opened at 9:00 a.m. on 7/15/2009. IFB's will be available until the bid opening date of July 15, 2009.

Pre-bid meetings are scheduled for:

6/18/09 10:00 a.m.	Sheraton Sioux Falls & Conv. Ctr, 1211 W. Ave. N, Sioux Falls, SD 57104
6/19/09 10:00 a.m.	Radisson Hotel Fargo, 201 5th St. North, Fargo, ND 58102
6/22/09 10:00 a.m.	Residence Inn Billings, 956 S. 25th St. West, Billings, MT 59102
6/22/09 10:00 a.m.	Hilton Waikiki Prince Kuhio, 2500 Kuhio Ave., Honolulu, HI 96815
6/23/09 1:00 p.m.	Holiday Inn I-80, 204 W. Fox Farm Road, Cheyenne, WY 82007
93308	6/23/09 10:00 a.m. Courtyard Bakersfield, 3601 Marriott Drive, Bakersfield, CA
6/24/09 10:00 a.m.	Courtyard by Marriott, 4301 Highline Blvd., Oklahoma, OK 73108
6/25/09 10:00 a.m.	Courtyard Worcester, 72 Grove Street, Worcester, MA 01605
6/25/09 10:00 a.m.	Plaza Hotel & Conf. Ctr., 801 S. Carson St., Carson City, NV 89701

FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning May 28, 2009 and continuing until June 22, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until June 29, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

Linda St. Clair, being duly sworn, on oath says she is and during all times herein stated has been an employee of The Star Tribune Company, a Delaware corporation with offices at 425 Portland Avenue, Minneapolis, Minnesota 55488, publisher and printer of the *Star Tribune* newspaper (the "Newspaper"), published 7 days a week, and has full knowledge of the facts herein stated as follows:

1. The Newspaper meets the following qualifications:
 - (a) The Newspaper is printed in the English language in newspaper format and in column and sheet form equivalent in printed space to at least 1,000 square inches;
 - (b) The Newspaper is printed daily and distributed at least five days each week;
 - (c) In at least half of its issues each year, the Newspaper has no more than 75 percent of its printed space comprised of advertising material and paid public notices. In all of its issues each year, the Newspaper has not less than 25 percent of its news columns devoted to news of local interest to the community that it purports to serve. Not more than 25 percent of the Newspaper's non-advertising column inches in any issue duplicates any other publication;
 - (d) The Newspaper is circulated in the local public corporation which it purports to serve, and has at least 500 copies regularly delivered to paying subscribers;
 - (e) The Newspaper has its known office of issue established in either the county in which it lies, in whole or in part, the local public corporation which the Newspaper purports to serve, or in an adjoining county;
 - (f) The Newspaper files a copy of each issue immediately with the state historical society;
 - (g) The Newspaper is made available at single or subscription prices to any person, corporation, partnership, or other unincorporated association requesting the Newspaper and making the applicable payment;
 - (h) The Newspaper has complied with all the foregoing conditions for at least one year immediately preceding the date of the notice publication which is the subject of the Affidavit; and
 - (i) Between September 1 and December 31 of each year, the Newspaper publishes and submits to the secretary of state, along with a filing fee of \$25, a sworn United States Post Office periodical class statement of ownership and circulation.
2. The printed copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates: **Thursday, July 9, 2009; and Thursday, July 16, 2009.**
3. Except as otherwise directed by a particular statute requiring publication of a public notice, the Notice was printed in a typeface no smaller than six point with a lowercase alphabet of 90 point.
4. The Newspaper's lowest classified rate paid by commercial users for space comparable to the space in which the Notice was published is **\$272.00.**

Linda St. Clair

Subscribed and sworn to before me on July 20, 2009

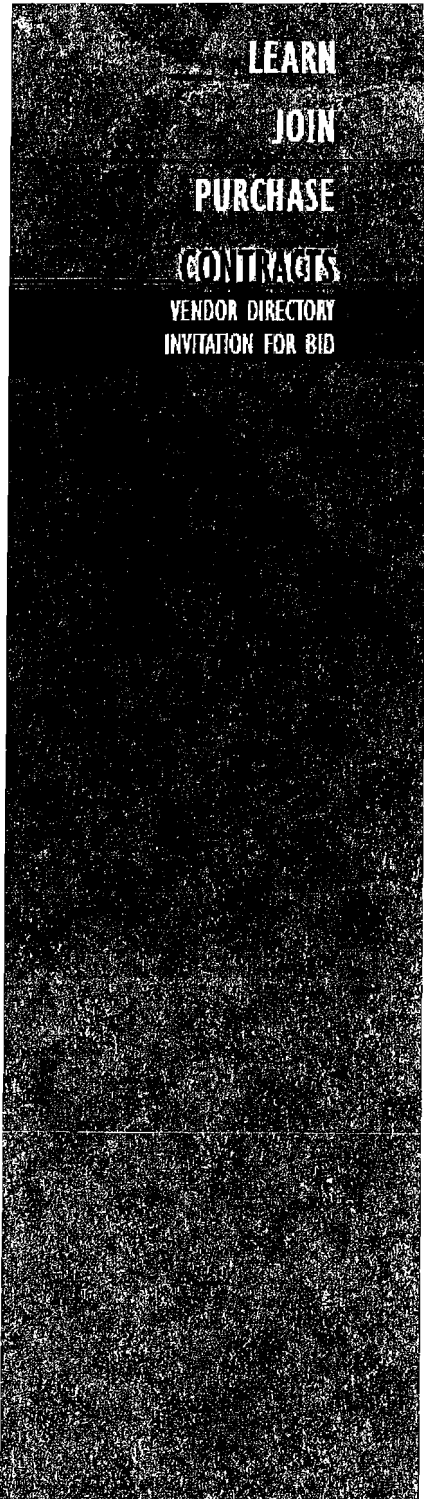
Wilma L. Finn
Notary Public



National Joint Powers Alliance
Att: Gregg Meierhofer
200 1st Street NE
Staples, MN 56479-2398

12068444
40 lines
Class 214

THE NATIONAL
JOINT POWERS
ALLIANCE® (NJPA)
ISSUES THIS
INVITATION FOR BID
(IFB) to provide
LANDSCAPING AND
GROUNDS RELATED
EQUIPMENT,
ACCESSORIES, AND
SUPPLIES, to NJPA,
and current and
potential NJPA
Members from
government, education,
and non-profit agencies
in all 50 states, and
with potential
international
distribution.
Specifications and
details of this IFB are
available beginning
July 9, 2009 and
continuing until July
30, 2009. Specification
may be obtained by
letter of request to
Gregg Meierhofer,
NJPA, 200 First Street
Northeast, Staples, MN
56479, or e-mail at
IFB@njpacoop.org.
Sealed Bids will be
received until August
12, 2009 at 2:00 p.m.
at the above address.
NJPA reserves the right
to reject any and all
bids.



INVITATION FOR BID

IFB PROCESS

NOTICE TO BIDDERS

CURRENT OPEN INVITATIONS

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning July 9, 2009 and continuing until July 30, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until August 12, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide VENDING AND CAFETERIA RELATED EQUIPMENT AND SERVICES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning June 24, 2009 and continuing until July 15, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until July 29, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The National Joint Powers Alliance® (NJPA) issues this Invitation For Bid (IFB) to provide Indefinite Quantity Construction Contracting (IQCC) services to NJPA, and current and qualified NJPA government, education, and non-profit Members in all, or parts of, **Montana, North Dakota, South Dakota, Wyoming, Oklahoma, Northern Nevada, Massachusetts, Bakersfield CA & Hawaii**. It is the intention of NJPA to award multiple contracts for construction services in each area. Each contract has an estimate annual value of \$2,000,000 and the term of the contract is up to four years. IQCC is a construction contracting procurement system that provides facility owners' access to competitively bid "on-call" general contractors to provide immediate construction services over an extended period of time.

Intending bidders are required to attend at least one pre-bid seminar PER BID DUE DATE for the purpose of discussing the IQCC procurement system, the contract documents, and bid forms

An electronic (CD) copy of the IFB Documents which include the instructions for submitting a bid and the bid documents may be obtained by letter of request to Gregg

Meierhofer, NJPA, 200 First St. Northeast, Staples, MN 56479, or by email request to EZIOC@NJACOOP.org. All requests must include mailing address, email address, contact name, and phone number.

Bids are due by 4:00 p.m. CST on 7/14/09 and will be opened at 9:00 a.m. on 7/15/2009. IFB's will be available until the bid opening date of July 15, 2009.

Pre-bid meetings are scheduled for:

- | | |
|--------------------|---|
| 6/18/09 10:00 a.m. | Sheraton Sioux Falls & Conv. Ctr, 1211 W. Ave. N, Sioux Falls, SD 57104 |
| 6/19/09 10:00 a.m. | Radisson Hotel Fargo, 201 5th St. North, Fargo, ND 58102 |
| 6/22/09 10:00 a.m. | Residence Inn Billings, 956 S. 25th St. West, Billings, MT 59102 |
| 6/22/09 10:00 a.m. | Hilton Waikiki Prince Kuhio, 2500 Kuhio Ave., Honolulu, HI 96815 |
| 6/23/09 1:00 p.m. | Holiday Inn I-80, 204 W. Fox Farm Road, Cheyenne, WY 82007 |
| 6/23/09 10:00 a.m. | Courtyard Bakersfield, 3601 Marriott Drive, Bakersfield, CA 93308 |
| 6/24/09 10:00 a.m. | Courtyard by Marriott, 4301 Highline Blvd., Oklahoma, OK 73108 |
| 6/25/09 10:00 a.m. | Courtyard Worcester, 72 Grove Street, Worcester, MA 01605 |
| 6/25/09 10:00 a.m. | Plaza Hotel & Conf. Ctr., 801 S. Carson St., Carson City, NV 89701 |

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide SCIENCE AND SCIENTIFIC RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning June 11, 2009 and continuing until July 2, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until July 9, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning May 28, 2009 and continuing until June 22, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until June 29, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

Please contact [Gregg Meierhofer](mailto:Gregg.Meierhofer@njpacoop.org) at 218-894-5473 for question or more information.

Also visit: noticetobidders.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 18th day of October 20 12

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

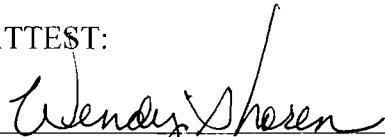
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Association of Educational Purchasing Agencies (AEPA) cooperative contract AEPA009.D for Digital Copiers and Related Equipment with Kyocera Document Solutions America, Inc. of Fairfield, NJ. The Court Administrator's Office intends to purchase two photocopiers for a total of \$10,755.00

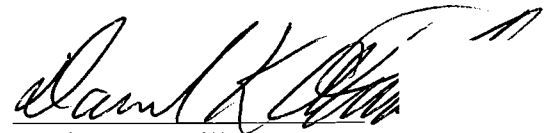
The Purchasing Department also requests permission to dispose of the following surplus:
Laser Jet 5 si Printer, fixed asset tag 11701
Minolta CS Pro Copier, fixed asset tag number 10610.

It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

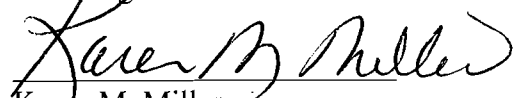
Done this 18th day of October, 2012.

ATTEST:

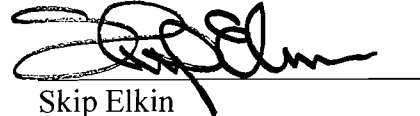

Wendy S. Noren *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

} ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: October 16, 2012
RE: Cooperative Contract: AEPA009.D – Photocopier Purchase for Court Administrator

The Boone County Court Administrator's Office requests permission to utilize the Association of Educational Purchasing Agencies (AEPA) cooperative contract AEPA009.D for Digital Copiers and Related Equipment with Kyocera Document Solutions America, Inc. of Fairfield, NJ. The Court Administrator's Office intends to purchase two photocopiers for a total of \$10,755.00.

Invoices will be paid from department 1210 – Circuit Court Services, account 92000 – Replacement Office Equipment.

The Purchasing Department requests permission to dispose of the following surplus:

- LaserJet 5 si Printer, fixed asset tag 11701
- Minolta CS Pro Copier, fixed asset tag number 10610

cc: Contract File
Kathy Lloyd, Court Administrator
Pat Edelen, Secretary to Court Administrator

9/14/12

REQUEST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

To: County Clerk's Office

Comm Order # 509-2012

Return to Auditor's Office
Please do not remove staple

VENDOR
NO.

Kyocera Document Solutions America, Inc.

610-502-0388

VENDOR NAME

PHONE #

225 Sand Road
ADDRESS

Fairfield
CITY

NJ 07004-0008
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

AEPA009.D

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 1210

Bill to Department # 92000

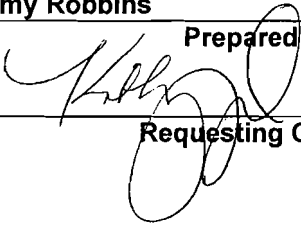
Department				Account				Item Description	Qty	Unit Price	Amount
1	2	1	0	9	2	0	0	Taskalfa4500i Monochrome Digital Copier/Printer 45-PPM Monochrome (Court Administrator's office) (2) 500 Sheet Drawers; Dual Scan Document Feeder; 100-sheet Multi-Purpose Tray; Trayless Duplexing; Start Up Supplies; Copier Console; 90-day warranty	1	4521.00	4521.00
1	2	1	0	9	2	0	0	Taskalfa4500i Monochrome Digital Copier/Printer 45-PPM Monochrome (Adult Court Services) (2) 500 Sheet Drawers; Dual Scan Document Feeder; 100-sheet Multi-Purpose Tray; Trayless Duplexing; DF-790 4000 Sheet Stapler Finisher with AK-730; MT-730 7-bin Mailbox; Start Up Supplies; Copier Console; 90-day warranty	1	6234.00	6234.00
								NOTE ON PO: Contractor to remove existing equipment same day as installation: HP LaserJet 5 si Printer SN: USLK212095 Trns N Tag 11701 Tagged Y ADJIP	1	No Charge	0.00
								NOTE ON PO: Contractor to remove existing equipment same day as installation: Minolta EP3050 CS Pro Series SN: 3127758 Trns N Tag 10610 Tagged Y ADJIP	1	No Charge	0.00
								NOTE ON PO: Contractor shall remove the hard drive should one exist and leave with County.		No Charge	0.00

										TOTAL:				\$10,755. 00
--	--	--	--	--	--	--	--	--	--	---------------	--	--	--	-------------------------

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Amy Robbins

Prepared By



Requesting Official



Auditor Approval

Revised 07/05

**PURCHASE AGREEMENT FOR
PHOTOCOPIER PURCHASE
FOR THE COURT ADMINISTRATOR**

THIS AGREEMENT dated the _____ day of _____ 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kyocera Document Solutions America, Inc.** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **two (2) Photocopiers with a 90 day warranty period** in compliance with the Association of Educational Purchasing Agencies (AEPA) Cooperative Contract **AEPA009.D**, Kyocera Document Solutions America, Inc. quotes dated August 21, 2012, Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. 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 file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).
2. **Contract Duration** – This agreement shall commence on **November 1, 2012 and extend through January 31, 2013** subject to the provisions for termination specified below.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment:

Copier: One (1) Kyocera Solution TASKalfa 4500i Monochrome Digital Copier/Printer which includes the following:

- TASKalfa 4500i: 45 PPM Monochrome
- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing
- DF-790 – 4,000 Sheet Stapler Finisher with AK-730
- MT-730 – Mailbox (7-Bins)
- Start Up Supplies (Total yield is 35,000 Images)
- Copier Console
- 90-Day Warranty from date of installation \$6,234.00

Copier: One (1) Kyocera Solution TASKalfa 4500i Monochrome Digital Copier/Printer which includes the following:

- TASKalfa 4500i: 45 PPM Monochrome
- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing
- Start Up Supplies (Total yield is 35,000 Images)
- Copier Console
- 90-Day Warranty from date of installation of November 1, 2012 \$ 4,521.00

Grand Total: **\$10,755.00**

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

KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.

BOONE COUNTY, MISSOURI

by Donald E. Clary
title Gov't Acct Mgr.

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

APPROVED AS TO FORM:

ATTEST:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk DKB

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.

June Petchford by 10/10/12
Signature Date

Copier: 1210 / 92000 \$10,755.00

Appropriation Account

BOONE COUNTY

RECEIVED

SEP 14 2012

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: **September 12, 2012**

FIXED ASSET TAG NUMBER: **11701**

DESCRIPTION: **LaserJet 5 si Printer**

REQUESTED MEANS OF DISPOSAL: **Trade-In at no value. Kyocera Document Solution will pick up and haul away when new copier/printer arrives.**

OTHER INFORMATION: **This printer is located in the Adult Court Services Office, 1st Floor**

CONDITION OF ASSET: **Works, but printer is old and parts may be difficult to find.**

REASON FOR DISPOSITION: **Replacement parts may be difficult to find if printer breaks down.**

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

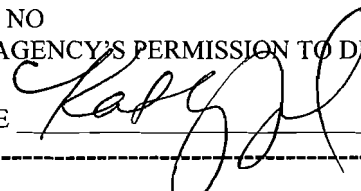
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **October, 2012**

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: **Circuit Court**

1210

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 8/13/1998

RECEIPT INTO 1190-3835

ORIGINAL COST 4,765.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

MAINSCR BOONE Fixed Asset - View Only BCPUBLIC 10:07:11
9/12/12

Trns N Tag 11701 Tagged Y ADJIP Tag·Combnd N To From
Description PRINTER LASERJET Dep·St·Dt
Acquired 8/13/1998 Acq·Amt 4,765.00 Book·Value
Acct·Grp 1603 COMPUTER EQUIPMENT
Category 40 PRINTERS
Location 1210 CIRCUIT COURT SERVICES .00

Make HEWLETT-PACKARD Check# 58095
Model HP5SI Invoice·# 0101049892
Serial USLK212095 Note
Purchr 1210 CIRCUIT COURT SERVICES
Vendor 241 COMPUTERLAND OF COLUMBIA
Remark

Src	Effdate	Transdate	Amount	Typ	Notes
2731	8/13/1998	6/17/2003	4,765.00	CNV	

Total·Cost4,765.00

F2=Key Screen F3=Exit

F11=Grant

BOONE COUNTY

RECEIVED

SEP 14 2012

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: **September 12, 2012**

FIXED ASSET TAG NUMBER: **10610**

DESCRIPTION: **Minolta CS Pro Copier**

REQUESTED MEANS OF DISPOSAL: **Trade-In at no value. Kyocera Document Solution will pick up and haul away when new copier/printer arrives.**

OTHER INFORMATION:

CONDITION OF ASSET: **Poor – Does not work**

REASON FOR DISPOSITION: **Does not work**

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

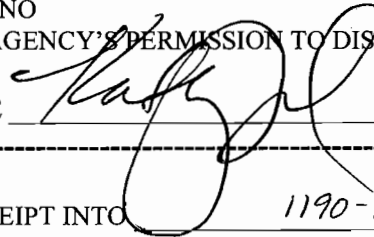
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **October, 2012**

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: **Circuit Court**

1210

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 4/18/1996

RECEIPT INTO 1190-3835

ORIGINAL COST 8,147.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1601

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

MAINSCR BOONE Fixed Asset - View Only BCPUBLIC 10:06:39
9/12/12

Trns N Tag 10610 Tagged Y ADJIP Tag·Combnd N To From
Description COPIER Dep·St·Dt
Acquired 4/18/1996 Acq·Amt 8,147.00 Book·Value
Acct·Grp 1601 OFFICE EQUIPMENT 8,147.00-
Category 40 COPIER
Location 1210 CIRCUIT COURT SERVICES .00

Make MINOLTA Check# 38701
Model EP3050 CS PRO SERIES Invoice·# 10284
Serial 3127758 Note
Purchr 1210 CIRCUIT COURT SERVICES
Vendor 5960 IMAGE TECHNOLOGIES OF MO
Remark

Src	Effdate	Transdate	Amount	Typ	Notes
2731	4/18/1996	6/17/2003	8,147.00	CNV	

Total·Cost8,147.00
F11=Grant

F2=Key Screen F3=Exit

**PURCHASE AGREEMENT FOR
PHOTOCOPIER PURCHASE
FOR THE COURT ADMINISTRATOR**

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **two (2) Photocopiers with a 90 day warranty period** in compliance with the Association of Educational Purchasing Agencies (AEPA) Cooperative Contract **AEPA009.D**, Kyocera Document Solutions America, Inc. quotes dated August 21, 2012, Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. 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 file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).
2. **Contract Duration** – This agreement shall commence on **November 1, 2012 and extend through January 31, 2013** subject to the provisions for termination specified below.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment:

Copier: One (1) Kyocera Solution TASKalfa 4500i Monochrome Digital Copier/Printer which includes the following:

- TASKalfa 4500i: 45 PPM Monochrome
- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing
- DF-790 – 4,000 Sheet Stapler Finisher with AK-730
- MT-730 – Mailbox (7-Bins)
- Start Up Supplies (Total yield is 35,000 Images)
- Copier Console
- 90-Day Warranty from date of installation \$6,234.00

Copier: One (1) Kyocera Solution TASKalfa 4500i Monochrome Digital Copier/Printer which includes the following:

- TASKalfa 4500i: 45 PPM Monochrome
- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing
- Start Up Supplies (Total yield is 35,000 Images)
- Copier Console
- 90-Day Warranty from date of installation of November 1, 2012 \$ 4,521.00

Grand Total: **\$10,755.00**

4. **Maintenance** – Maintenance following the 90 day warranty period will be provided by Image Technologies under a separate agreement.

5. **Delivery and Installation:** Contractor agrees to deliver, setup, connect and provide training of copier to the **Boone County Courthouse** 705 E. Walnut Street, Adult Court Services Department, Room 157 and Court Administrator Office, Room 235 on November 1, 2012. Contractor shall remove the existing printers/copiers **HP LaserJet 5 si Serial No. USLK212095** and **Minolta EP3050 CS Pro Series Serial No. 3127758** the same day the new copiers are installed. Contractor agrees to remove the hard drive should one exist and leave with County.

6. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **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.

8. **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.

9. **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.

**KYOCERA DOCUMENT SOLUTIONS
AMERICA, INC.**

by Donald E. Clary

title Gov't Acct Mgr.

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk DKB

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.

Jane Pickford by jg 10/10/12 Copier: 1210 / 92000 \$10,755.00
Signature Date Appropriation Account

Handwritten text, possibly a signature or date, located in the upper right quadrant of the page.



Document Solutions

KYOCERA Document Solutions America, Inc.
225 SAND ROAD, P.O. BOX 40008
FAIRFILED, NEW JERSEY 07004-0008
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Government Accounts Manager
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Fax 610 502 0389
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e-mail donald.clary@da.kyocera.com
www.kyoceradocumentsolutions.com/us

Patricia Edelen
Secretary to the Court Administrator
13th Circuit Court
705 E. Walnut Street
Columbia, MO 65202
Bus 573 886 4056
Fax 573 886 4070
e-mail: patricia.edelen@courts.mo.gov

Tuesday, August 21, 2012

Subject: AEPA Contract AEPA009D Request for Pricing for One (1) Kyocera TASKalfa4500i (Revised to show changed to Accessories)

Dear Pat:

On behalf of a host of Kyocera Dealers that support the County of Boone and Kyocera Document Solutions America, Inc. we thank you for the opportunity to present our program for consideration. I am sure you'll agree that after evaluating this response, we can provide the County of Boone with all the key essentials for a successful cost-effective partnership.

We realize that you are selecting a business partner whose emphasis will be placed on awareness and understanding of their specific needs. This is a decision that Kyocera takes seriously. We are committed to providing the highest standards of product quality, customer service and technical support in the equipment industry. Couple this commitment with our dealership partners, and you have a program that will exceed your requirements.

Consistent with the information you provide on your e-mails, dated Tuesday, August 21, 2012, I am responding to your request. I believe my responses will be clear and concise. If however you need added details, the complete Kyocera Staff, and myself stand ready to answer any questions.

I would like to thank you for your time and cooperation. We look forward to sharing our expertise and developing a partnership, which will be beneficial to all parties now and in the future.

Sincerely,

Donald E. Clary
Government Account Manager



Document Solutions

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AEPA CONTRACT PRICING

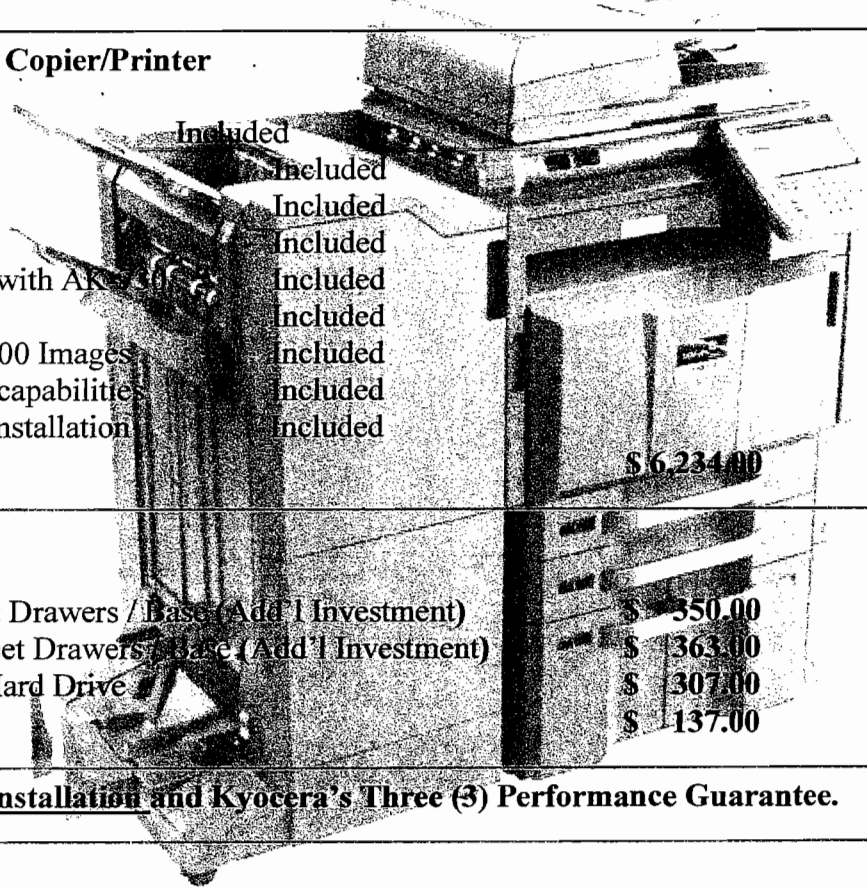
AEPA009.D – Promo Pricing

Purchase Price

TASKalfa4500i Monochrome Digital Copier/Printer 45PPM Monochrome

- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing
- DF-790 – 4,000 Sheet Stapler Finisher with AK
- MT-730 – Mailbox (7-Bins)
- Start Up Supplies – Total yield is 35,000 Images
- Copier Console – Console has storage capabilities
- 90-Day Warranty – From the date of Installation

Included
Included
Included
Included
Included
Included
Included
Included
Included



\$ 6,234.00

OPTION ACCESSORIES:

- PF-730 – Additional Two (2) 500 Sheet Drawers / Base (Add'l Investment)
- PF-740 – Additional Two (2) 1,500 Sheet Drawers / Base (Add'l Investment)
- Data Security Kit (E) – Sanitizes the Hard Drive
- Surge Protector

\$ 350.00
\$ 363.00
\$ 307.00
\$ 137.00

The above pricing includes delivery, installation and Kyocera's Three (3) Performance Guarantee.

MONTHLY MAINTENANCE:

The maintenance / service / supplies agreement includes all parts, labor, service calls, preventive maintenance calls, diagnostics, modifications, updates, travel time, toner, color developer and drums, everything, excluding paper & staples. As per AEPA Contract Terms and Conditions, Kyocera is will bill on a monthly basis. The Monochrome Images will be billed @ a rate of \$.0067 per Imager per month on a base of 5,000 Images. All images over the base of 5,000 will be billed at the same rate of \$ 0.0067. Maintenance rate increases will be subject to a cap of 5 %, IF any maintenance increases should occur.

NOTES OF INTEREST:

The pricing investment includes everything is the attached picture.

ADDITIONAL NOTES OF INTEREST:

The unit meets or exceeds your required specifications.

The proposed unit includes all the following features:

1. All Units meet or exceed your required Specifications as requested.
2. The unit has LDAP capabilities, which, allows the unit to access ALL the e-mail addresses located on your e-mail server.
3. 10.2" Color display panel for easy functionality.
4. Drivers will be loaded on the desktops in your office.
5. USB Capabilities.
6. The unit has Multi-Tasking capabilities.
7. Scans in color.
8. Paper Weight from 16 lb Bond to 90 lb Index and By-Pass Tray (MPT) Multi-Purpose Tray 16 lb Bond to 140 lb Index.
9. The Proposed unit is a 45-PPM Monochrome Unit.
10. The unit is 508 Compliant



Document Solutions

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225 SAND ROAD, P.O. BOX 40008
FAIRFILED, NEW JERSEY 07004-0008
Donald E. Clary
Government Accounts Manager
Bus 610 502 0388
Fax 610 502 0389
Cell 610 428 0298
e-mail donald.clary@da.kyocera.com
www.kyoceradocumentsolutions.com/us

MORE ADDITIONAL NOTES OF INTEREST:

- a. AEPA Schedule Contract number
AEPA009.D
- b. Business Size
Large
- c. Federal Tax ID Number
95-2819506
- d. Dun & Bradstreet Number
06-446-5503
- e. Cage Code
65678
- f. Mailing Address and Point of Contact (name, telephone, email address)
Donald E. Clary, CDIA+ Certified Professional
Government Account Manager
KYOCERA Document Solutions America, Inc..
225 Sand Road
Fairfield, NJ 07004-0008
Bus 610 502 0388
Fax 610 502 0389
Cell 610 428 0298
e-mail: donald.clary@da.kyocera.com



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Patricia Edelen
Secretary to the Court Administrator
13th Circuit Court
705 E. Walnut Street
Columbia, MO 65202
Bus 573 886 4056
Fax 573 886 4070
e-mail: patricia.edelen@courts.mo.gov

Wednesday, August 22, 2012

Subject: AEPA Contract AEPA009D Request for Pricing for One (1) Kyocera TASKalfa4500i (Revised to show changed to Accessories)

Dear Pat:

On behalf of a host of Kyocera Dealers that support the County of Boone and Kyocera Document Solutions America, Inc. we thank you for the opportunity to present our program for consideration. I am sure you'll agree that after evaluating this response, we can provide the County of Boone with all the key essentials for a successful cost-effective partnership.

We realize that you are selecting a business partner whose emphasis will be placed on awareness and understanding of their specific needs. This is a decision that Kyocera takes seriously. We are committed to providing the highest standards of product quality, customer service and technical support in the equipment industry. Couple this commitment with our dealership partners, and you have a program that will exceed your requirements.

Consistent with the information you provide on your e-mails, dated Wednesday, August 22, 2012, I am responding to your request. I believe my responses will be clear and concise. If however you need added details, the complete Kyocera Staff, and myself stand ready to answer any questions.

I would like to thank you for your time and cooperation. We look forward to sharing our expertise and developing a partnership, which will be beneficial to all parties now and in the future.

Sincerely,

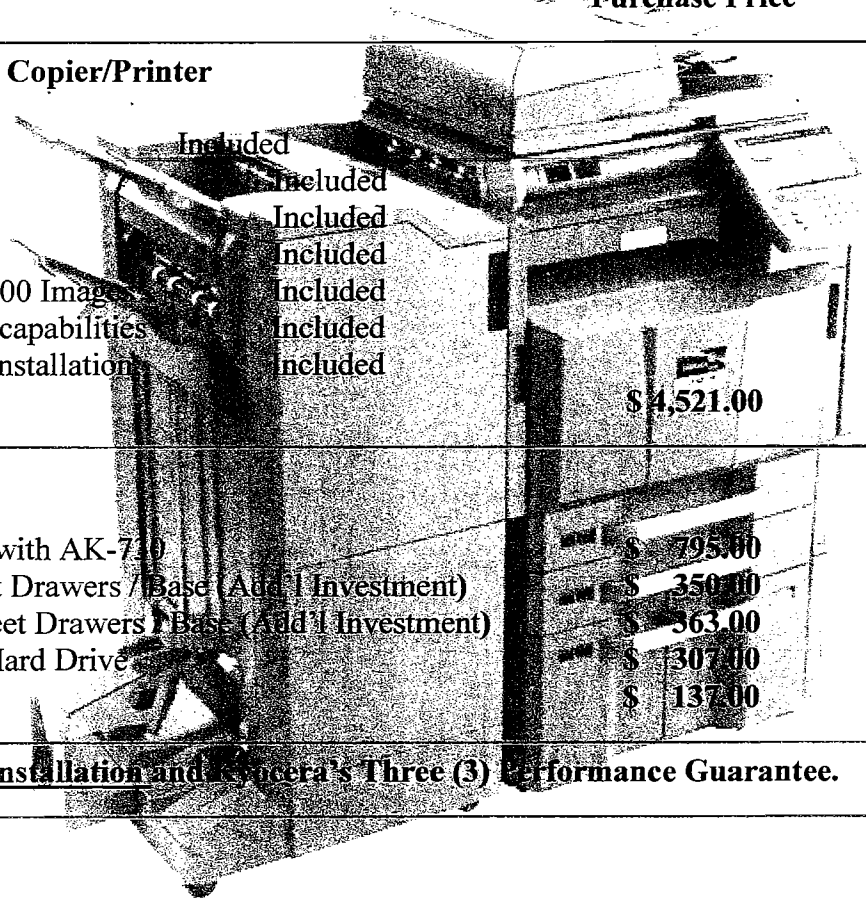
Donald E. Clary
Government Account Manager

AEPA CONTRACT PRICING**AEPA009.D – Promo Pricing****~Purchase Price****TASKalfa4500i Monochrome Digital Copier/Printer****45-PPM Monochrome**

- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing

Start Up Supplies – Total yield is 35,000 Images**Copier Console** – Console has storage capabilities**90-Day Warranty** – From the date of Installation

Included
 Included
 Included
 Included
 Included
 Included

**\$4,521.00****OPTION ACCESSORIES:**

- DF-770** – 1,000 Sheet Stapler Finisher with AK-710
- PF-730** – Additional Two (2) 500 Sheet Drawers / Base (Add'l Investment)
- PF-740** – Additional Two (2) 1,500 Sheet Drawers / Base (Add'l Investment)
- Data Security Kit (E)** – Sanitizes the Hard Drive
- Surge Protector**

\$ 795.00
 \$ 350.00
 \$ 363.00
 \$ 307.00
 \$ 137.00

The above pricing includes delivery, installation and Kyocera's Three (3) Performance Guarantee.

MONTHLY MAINTENANCE:

The maintenance / service / supplies agreement includes all parts, labor, service calls, preventive maintenance calls, diagnostics, modifications, updates, travel time, toner, color developer and drums, everything, excluding paper & staples. As per AEPA Contract Terms and Conditions, Kyocera is will bill on a monthly basis. The Monochrome Images will be billed @ a rate of \$.0067 per Imager per month on a base of 5,000 Images. All images over the base of 5,000 will be billed at the same rate of \$ 0.0067. Maintenance rate increases will be subject to a cap of 5 %, IF any maintenance increases should occur.

NOTES OF INTEREST:

The pricing investment does not include the Large Capacity Finisher, as shown in the attached picture.



Document Solutions

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ADDITIONAL NOTES OF INTEREST:

The unit meets or exceeds your required specifications.

The proposed unit includes all the following features:

1. All Units meet or exceed your required Specifications as requested.
2. The unit has LDAP capabilities, which, allows the unit to access ALL the e-mail addresses located on your e-mail server.
3. 10.2" Color display panel for easy functionality.
4. Drivers will be loaded on the desktops in your office.
5. USB Capabilities.
6. The unit has Multi-Tasking capabilities.
7. Scans in color.
8. Paper Weight from 16 lb Bond to 90 lb Index and By-Pass Tray (MPT) Multi-Purpose Tray 16 lb Bond to 140 lb Index.
9. The Proposed unit is a 45-PPM Monochrome Unit.
10. The unit is 508 Compliant

SUPPORTING DEALER FOR BOONE COUNTY:

Image Technologies, Inc
2511 Broadway Bluffs Drive
Columbia, MO 65201
Bus (573) 449-0140 Ext. 2130
Wayne Rueger, Division Manager
e-mail: wrueger@imagetechmo.com



Document Solutions

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e-mail donald.clary@da.kyocera.com
www.kyoceradocumentsolutions.com/us

MORE ADDITIONAL NOTES OF INTEREST:

- a. AEPA Schedule Contract number
AEPA009.D
- b. Business Size
Large
- c. Federal Tax ID Number
95-2819506
- d. Dun & Bradstreet Number
06-446-5503
- e. Cage Code
65678
- f. Mailing Address and Point of Contact (name, telephone, email address)
Donald E. Clary, CDIA+ Certified Professional
Government Account Manager
KYOCERA Document Solutions America, Inc..
225 Sand Road
Fairfield, NJ 07004-0008
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Fax 610 502 0389
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e-mail: donald.clary@da.kyocera.com

EXTENSION OF AGREEMENT

Contract EXTENSION AGREEMENT made by and between

Kyocera Mita America
Category – Digital Copiers and Related Equipment

and


Cooperating School Districts of Greater St Louis
1460 Craig Rd St Louis MO 63146
Agency phone 314-692-1234 Agency fax 314-872-7970
Tpost@csd.org

said Agreement being numbered: AEPA BID #009 – Category – Digital Copiers and Related Equipment

The existing Agreement initially commencing upon award terminates on February 28, 2012; however, the Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2013. AEPA has approved this extension and now Cooperating School Districts of Greater St Louis and **Kyocera Mita America** desire to extend the Agreement for the third and final term of one (1) year until February 28, 2013. Upon the signatures of an authorized officer of the Cooperating School Districts of Greater St Louis and **Kyocera Mita America**, the Agreement is hereby extended.

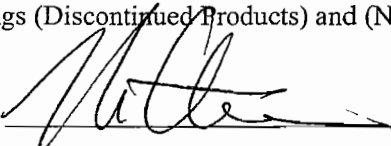
This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the attached Ohio Terms and Conditions.

Cooperating School Districts of Greater St Louis

Authorized Signature  Steven Keyser Deputy Executive Director/CFO

Kyocera Mita America

Contractor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the AEPA Bid #009.

Authorized Signature  Title VP of National Accounts

Typed Name Marc Theaman

NOTE: This agreement should be received by 5:00 p.m. at the offices of Cooperating School Districts on or before January 13, 2012.

If you as contractor do not want to extend contract, please sign below and return this agreement to Cooperating School Districts.

Discontinue: We desire to discontinue the contract, effective February 28, 2012

Signature: _____ Date: _____

December 15,2011

Kyocera Mita America, Inc.
Attn: Joseph Dolce
225 Sand Road, P.O. Box 40008
Fairfield, NJ 07004-0008

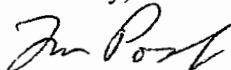
Dear Mr. Dolce:

Previously your company submitted a response to the Association of Educational Purchasing Agencies (AEPA) IFB #009. Your bid was reviewed by AEPA and they placed you on the "approved" list, so that any member could negotiate a contract extension with you. Their act of approval did not generate a contract; the contract is between the Cooperating School District of greater St Louis (CSD) and Kyocera Mita America, Inc. The term of that contract is one year, with an option for one-year extensions. AEPA has again "approved" you to be able to extend the contract until February 28, 2013.

It is our desires to formally extend this relationship through the established contract and adhering to the terms and conditions set forth in the bid specs for Missouri. Enclosed are two signed Contract Extensions for you to sign, return one signed copy to me and retain a copy for your files. The Cooperative will communicate this extension to our member schools; however, the job of sales is yours.

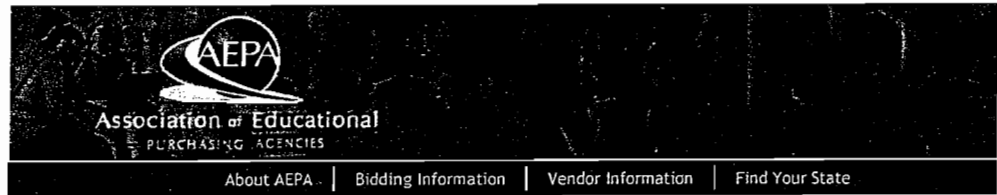
If you have any questions about this transaction, please do not hesitate to call me.

Sincerely,



Tom Post
Director Cooperating School Districts
1460 Craig Rd
St Louis mo 63146
314-692-1234
tpost@csd.org

Enclosures: Contract Extension (2)



- California ▶
- Colorado ▶
- Connecticut ▶
- Florida ▶
- Iowa ▶
- Indiana ▶
- Kansas ▶
- Kentucky ▶
- Massachusetts ▶
- Michigan ▶
- Minnesota ▶
- Missouri ▶
- Montana ▶
- Nebraska ▶
- New Jersey ▶
- New Mexico ▶
- North Dakota ▶
- Ohio ▶
- Oregon ▶



The AEPA member in Missouri is Cooperating School Districts.

Contact: [Tom Post](#) (314) 692-1234
Website: www.csd.org

Eligible Customers: K-12 Public & Private Schools | Colleges & Universities | Public Libraries | City, County & State Governmen | Non-profit Organizations

Neighboring States Served: Arkansas | Illinois | Louisiana | South Dakota

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. 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.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. 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.
11. 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.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. 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.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such 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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide **Worker's Compensation Insurance** for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's 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.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL 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; and both on and off the site of work.

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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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.

MEMORANDUM FOR MR. [REDACTED] DATE: [REDACTED] SUBJECT: [REDACTED]

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Kyocera Mita America, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:
 - Automated verification checks on newly hired alien employees by electronic means, and
 - Photo verification checks (when available) on newly hired alien employees.
2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.
5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.
6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

Company ID Number: 158655

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Company ID Number: 158655

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

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7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Kyocera Mita America, Inc.

Ann Held

Name (Please type or print)

Title

Electronically Signed

10/15/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

10/15/2008

Signature

Date

Search Results

Current Search Terms: kyocera* document* solutions* america*

Your search for "kyocera* document* solutions* america*" returned the following results...

Entity	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	Status: Active
DUNS: 064465503	+4:	CAGE Code: 65678
Has Active Exclusion?: No		DoDAAC:
View Details		
Entity	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	Status: Active
DUNS: 064465503	+4: 2008	CAGE Code: 50AP0
Has Active Exclusion?: No		DoDAAC:
View Details		
Entity	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	Status: Active
DUNS: 064465503	+4: 2007	CAGE Code: 4QZZ5
Has Active Exclusion?: No		DoDAAC:
View Details		
Entity	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	Status: Active
DUNS: 064465503	+4: 2009	CAGE Code: 5RWX6
Has Active Exclusion?: No		DoDAAC:
View Details		
Entity	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	Status: Active
DUNS: 064465503	+4: 2010	CAGE Code: 6S2A3
Has Active Exclusion?: No		DoDAAC:
View Details		

SAM | System for Award Management 1.0

IBM v1.178.20120909-0011

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 18th day of October 20 12

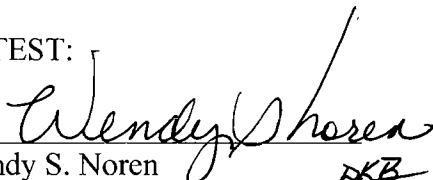
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Association of Educational purchasing Agencies (AEPA) cooperative contract AEPA009.D for Digital Copiers and Related Equipment with Image Technologies, Inc. of Columbia, MO. The Court Administrator's Office intends to purchase two maintenance agreements for a total of \$737.00.

It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18th day of October, 2012.

ATTEST:



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


Daniel K. Atwill

Presiding Commissioner


Karen M. Miller

District I Commissioner


Skip Elkin

District II Commissioner

STATE OF MISSOURI

} ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: October 11, 2012
RE: Cooperative Contract: AEPA009.D – Photocopier Maintenance for Court Administrator

The Boone County Court Administrator's Office requests permission to utilize the Association of Educational Purchasing Agencies (AEPA) cooperative contract AEPA009.D for Digital Copiers and Related Equipment with Image Technologies, Inc. of Columbia, MO. The Court Administrator's Office intends to purchase two maintenance agreements for a total of \$737.00.

Invoices will be paid from department 1210 – Circuit Court Services, account 60050 – Equipment Service Contract.

cc: Contract File
Kathy Lloyd, Court Administrator
Pat Edelen, Secretary to Court Administrator



PURCHASE REQUISITION BOONE COUNTY, MISSOURI

9/14/12

REQUEST
DATE

5960

VENDOR
NO.

Image Technologies, Inc.

VENDOR NAME

2511 Broadway Bluffs Drive
ADDRESS

Columbia
CITY

610-502-0388

PHONE #

MO 65201
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

AEPA009.D

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 1210

Bill to Department # 60050

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	1	0	6	0	0	5 0	Pro-rated (11 month) Maintenance Agreement for: Taskalfa4500i Monochrome Digital Copier/Printer 45-PPM Monochrome (Court Administrator's office) February 1, 2013 – December 31, 2013 (5,000 images/month x \$.0067) x 11 months)	1	368.50	368.50
1	2	1	0	6	0	0	5 0	Pro-rated (11 month) Maintenance Agreement for: Taskalfa4500i Monochrome Digital Copier/Printer 45-PPM Monochrome (Adult Court Services) February 1, 2013 – December 31, 2013 (5,000 images/month x \$.0067) x 11 months)	1	368.50	368.50
TOTAL:											\$737.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Amy Robbins

Prepared By

Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR
PHOTOCOPIER MAINTENANCE
FOR THE COURT ADMINISTRATOR**

THIS AGREEMENT dated the 18th day of October 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Image Technologies, Inc.** herein "Contractor."

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

1. **Contract Documents** – This agreement is for maintenance service for two (2) digital copiers that were purchased under the Association of Educational Purchasing Agencies (AEPA) Contract **AEPA009.D** from Kyocera Document Solutions America, Inc. Image Technologies, Inc. is the supporting dealer for this contract in Boone County Missouri and will be providing the maintenance service.

This agreement shall consist of this Purchase Agreement for **maintenance for two (2) Kyocera Solution TASKalfa 4500i Digital Photocopiers** in compliance with the Association of Educational Purchasing Agencies (AEPA) Contract **AEPA009.D**, Kyocera Document Solutions America, Inc., quotes dated August 21, 2012, Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. 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 file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).

2. **Contract Duration** – This agreement shall commence at the end of the manufacturer's 90-day warranty on **February 1, 2013 and extend through December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **six (6) additional one-year periods** and thereafter on a month to month basis until the County gives a 30 day notice.

Maintenance rate increases will be subject to an annual cap of 5%. Contractor must notify County 60 days in advance of contract expiration date (by October 31) of any rate increase, otherwise County will automatically renew contract at the same maintenance rate each year until the County gives a 30 day termination notice. Contractor should invoice County prior to January 1 and include contract number on invoice.

3. **Maintenance** - shall be provided for a cost of \$0.0067 per black and white image on a base of 5,000 images per month. All images over the base of 5,000 will be billed at the same rate of \$0.0067 in arrears at the end of each contract period. Maintenance for the first contract period will be paid with the initial copier purchase as follows:

Description	Qty	Cost
February 1, 2013 – December 31, 2013 (5,000 images/month x \$0.0067) x 11 months)	2	\$ 368.50
Total cost:		\$ 737.00

The maintenance agreement includes all parts, labor, service calls, preventative maintenance calls, diagnostics, modifications, updates, travel time, toner, color developer and drums, everything, excluding paper and staples. The maintenance agreement is customized to meet County needs and volume can be changed any time.

Maintenance pricing includes all labor, mileage, travel time, parts, toner, drums and other supplies (all other consumables), excluding staples and paper.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

Equipment covered by this agreement is as follows:

Adult Court Services Department:

Copier: One (1) Kyocera Solution TASKalfa 4500i Monochrome Digital Copier/Printer which includes the following:

- TASKalfa 4500i: 45 PPM Monochrome
- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing
- DF-790 – 4,000 Sheet Stapler Finisher with AK-730
- MT-730 – Mailbox (7-Bins)
- Start Up Supplies (Total yield is 35,000 Images)
- Copier Console

Court Administrator Office:

Copier: One (1) Kyocera Solution TASKalfa 4500i Monochrome Digital Copier/Printer which includes the following:

- TASKalfa 4500i: 45 PPM Monochrome
- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing
- Start Up Supplies (Total yield is 35,000 Images)
- Copier Console

4. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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:

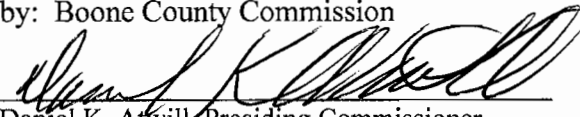
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

IMAGE TECHNOLOGIES, INC.

by 
title Division Manager

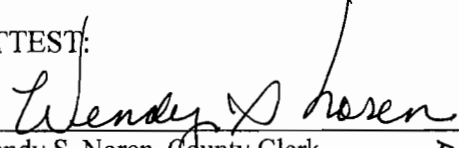
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

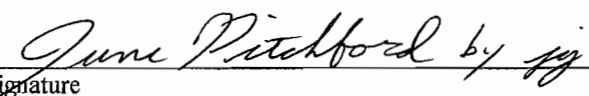
ATTEST:


Wendy S. Noren, County Clerk DKB

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.

Copier: 1210 / ~~92000~~ \$737.00;
Maintenance Overage: \$0.0067/black&white

 by jjj 10/12/12
Signature Date Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. 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.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. 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.
11. 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.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. 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.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such 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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's 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.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL 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; and both on and off the site of work.

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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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.

Company ID Number: 133457

Telephone Number: (314) 633 - 8043

Fax Number: (314) 633 - 8005

E-mail Address: pbarton@sumner-group.com



Document Solutions

KYOCERA Document Solutions America, Inc.
225 SAND ROAD, P.O. BOX 40008
FAIRFIELD, NEW JERSEY 07004-0008
Donald E. Clary
Government Accounts Manager
Bus 610 502 0388
Fax 610 502 0389
Cell 610 428 0298
e-mail donald.clary@da.kyocera.com
www.kyoceradocumentsolutions.com/us

Patricia Edelen
Secretary to the Court Administrator
13th Circuit Court
705 E. Walnut Street
Columbia, MO 65202
Bus 573 886 4056
Fax 573 886 4070
e-mail: patricia.edelen@courts.mo.gov

Tuesday, August 21, 2012

Subject: AEPA Contract AEPA009D Request for Pricing for One (1) Kyocera TASKalfa4500i (Revised to show changed to Accessories)

Dear Pat:

On behalf of a host of Kyocera Dealers that support the County of Boone and Kyocera Document Solutions America, Inc. we thank you for the opportunity to present our program for consideration. I am sure you'll agree that after evaluating this response, we can provide the County of Boone with all the key essentials for a successful cost-effective partnership.

We realize that you are selecting a business partner whose emphasis will be placed on awareness and understanding of their specific needs. This is a decision that Kyocera takes seriously. We are committed to providing the highest standards of product quality, customer service and technical support in the equipment industry. Couple this commitment with our dealership partners, and you have a program that will exceed your requirements.

Consistent with the information you provide on your e-mails, dated Tuesday, August 21, 2012, I am responding to your request. I believe my responses will be clear and concise. If however you need added details, the complete Kyocera Staff, and myself stand ready to answer any questions.

I would like to thank you for your time and cooperation. We look forward to sharing our expertise and developing a partnership, which will be beneficial to all parties now and in the future.

Sincerely,

Donald E. Clary
Government Account Manager



Document Solutions

KYOCERA Document Solutions America, Inc.
225 SAND ROAD, P.O. BOX 40008
FAIRFILED, NEW JERSEY 07004-0008
Donald E. Clary
Government Accounts Manager
Bus 610 502 0388
Fax 610 502 0389
Cell 610 428 0298
e-mail donald.clary@da.kyocera.com
www.kyoceradocumentsolutions.com/us

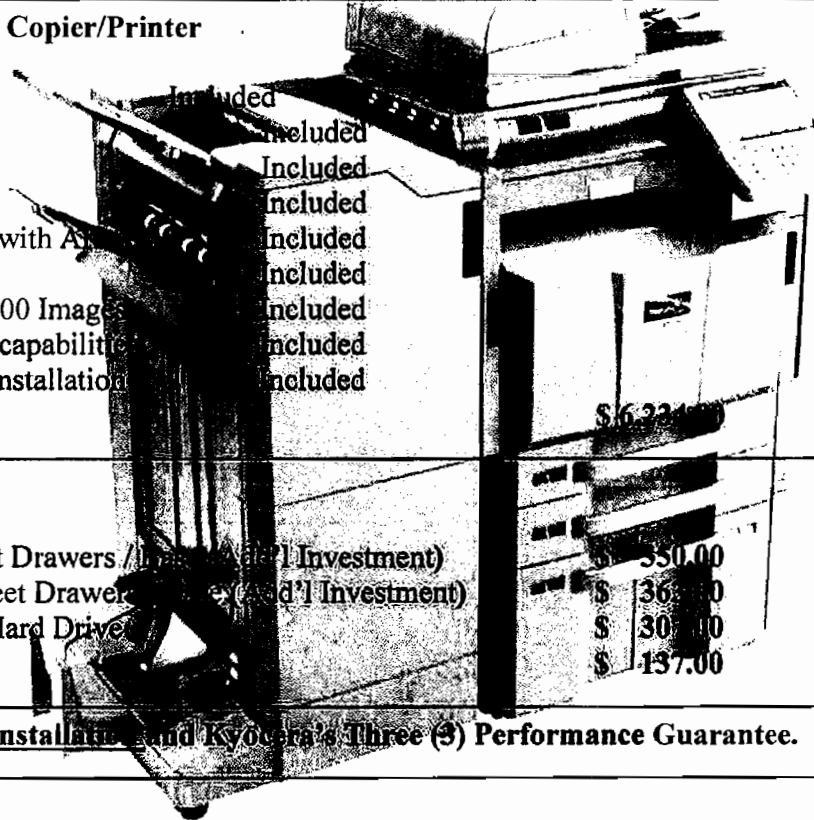
AEPA CONTRACT PRICING

AEPA009.D – Promo Pricing

~Purchase Price

TASKalfa4500i Monochrome Digital Copier/Printer 45PPM Monochrome

(2) 500 Sheet Drawers	Included
Dual Scan Document Feeder	Included
100-Sheet Multi-Purpose Tray	Included
Trayless Duplexing	Included
DF-790 – 4,000 Sheet Stapler Finisher with A	Included
MT-730 – Mailbox (7-Bins)	Included
Start Up Supplies – Total yield is 35,000 Images	Included
Copier Console – Console has storage capabilities	Included
90-Day Warranty – From the date of Installation	Included



OPTION ACCESSORIES:

- PF-730 – Additional Two (2) 500 Sheet Drawers / (Investment)
- PF-740 – Additional Two (2) 1,500 Sheet Drawers / (Investment)
- Data Security Kit (E) – Sanitizes the Hard Drive
- Surge Protector

The above pricing includes delivery, installation and Kyocera's Three (3) Performance Guarantee.

MONTHLY MAINTENANCE:

The maintenance / service / supplies agreement includes all parts, labor, service calls, preventive maintenance calls, diagnostics, modifications, updates, travel time, toner, color developer and drums, everything, excluding paper & staples. As per AEPA Contract Terms and Conditions, Kyocera is will bill on a monthly basis. The Monochrome Images will be billed @ a rate of \$.0067 per Imager per month on a base of 5,000 Images. All images over the base of 5,000 will be billed at the same rate of \$ 0.0067. Maintenance rate increases will be subject to a cap of 5 %, IF any maintenance increases should occur.

NOTES OF INTEREST:

The pricing investment includes everything is the attached picture.

ADDITIONAL NOTES OF INTEREST:

The unit meets or exceeds your required specifications.

The proposed unit includes all the following features:

1. All Units meet or exceed your required Specifications as requested.
2. The unit has LDAP capabilities, which, allows the unit to access ALL the e-mail addresses located on your e-mail server.
3. 10.2" Color display panel for easy functionality.
4. Drivers will be loaded on the desktops in your office.
5. USB Capabilities.
6. The unit has Multi-Tasking capabilities.
7. Scans in color.
8. Paper Weight from 16 lb Bond to 90 lb Index and By-Pass Tray (MPT) Multi-Purpose Tray 16 lb Bond to 140 lb Index.
9. The Proposed unit is a 45-PPM Monochrome Unit.
10. The unit is 508 Compliant

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MORE ADDITIONAL NOTES OF INTEREST:

- a. AEPA Schedule Contract number
AEPA009.D
- b. Business Size
Large
- c. Federal Tax ID Number
95-2819506
- d. Dun & Bradstreet Number
06-446-5503
- e. Cage Code
65678
- f. Mailing Address and Point of Contact (name, telephone, email address)
Donald E. Clary, CDIA+ Certified Professional
Government Account Manager
KYOCERA Document Solutions America, Inc..
225 Sand Road
Fairfield, NJ 07004-0008
Bus 610 502 0388
Fax 610 502 0389
Cell 610 428 0298
e-mail: donald.clary@da.kyocera.com



Document Solutions

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Patricia Edelen
Secretary to the Court Administrator
13th Circuit Court
705 E. Walnut Street
Columbia, MO 65202
Bus 573 886 4056
Fax 573 886 4070
e-mail: patricia.edelen@courts.mo.gov

Wednesday, August 22, 2012

Subject: AEPA Contract AEPA009D Request for Pricing for One (1) Kyocera TASKalfa4500i (Revised to show changed to Accessories)

Dear Pat:

On behalf of a host of Kyocera Dealers that support the County of Boone and Kyocera Document Solutions America, Inc. we thank you for the opportunity to present our program for consideration. I am sure you'll agree that after evaluating this response, we can provide the County of Boone with all the key essentials for a successful cost-effective partnership.

We realize that you are selecting a business partner whose emphasis will be placed on awareness and understanding of their specific needs. This is a decision that Kyocera takes seriously. We are committed to providing the highest standards of product quality, customer service and technical support in the equipment industry. Couple this commitment with our dealership partners, and you have a program that will exceed your requirements.

Consistent with the information you provide on your e-mails, dated Wednesday, August 22, 2012, I am responding to your request. I believe my responses will be clear and concise. If however you need added details, the complete Kyocera Staff, and myself stand ready to answer any questions.

I would like to thank you for your time and cooperation. We look forward to sharing our expertise and developing a partnership, which will be beneficial to all parties now and in the future.

Sincerely,

Donald E. Clary
Government Account Manager

AEPA CONTRACT PRICING

AEPA009.D – Promo Pricing

~Purchase Price

TASKalfa4500i Monochrome Digital Copier/Printer

45-PPM Monochrome

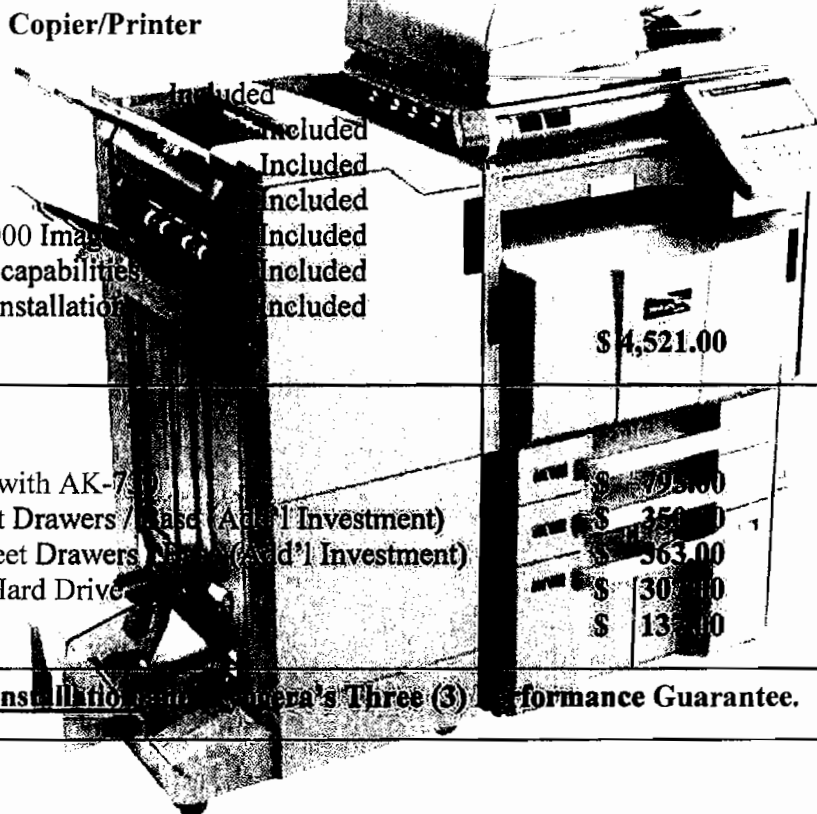
- (2) 500 Sheet Drawers
- Dual Scan Document Feeder
- 100-Sheet Multi-Purpose Tray
- Trayless Duplexing

Start Up Supplies – Total yield is 35,000 Images

Copier Console – Console has storage capabilities

90-Day Warranty – From the date of Installation

Included
Included
Included
Included
Included
Included



OPTION ACCESSORIES:

- DF-770 – 1,000 Sheet Stapler Finisher with AK-730
- PF-730 – Additional Two (2) 500 Sheet Drawers (Add'l Investment)
- PF-740 – Additional Two (2) 1,500 Sheet Drawers (Add'l Investment)
- Data Security Kit (E) – Sanitizes the Hard Drive
- Surge Protector

The above pricing includes delivery, installation and Kyocera's Three (3) Performance Guarantee.

MONTHLY MAINTENANCE:

The maintenance / service / supplies agreement includes all parts, labor, service calls, preventive maintenance calls, diagnostics, modifications, updates, travel time, toner, color developer and drums, everything, excluding paper & staples. As per AEPA Contract Terms and Conditions, Kyocera will bill on a monthly basis. The Monochrome Images will be billed @ a rate of \$.0067 per Imager per month on a base of 5,000 Images. All images over the base of 5,000 will be billed at the same rate of \$ 0.0067. Maintenance rate increases will be subject to a cap of 5 %, IF any maintenance increases should occur.

NOTES OF INTEREST:

The pricing investment does not include the Large Capacity Finisher, as shown in the attached picture.

ADDITIONAL NOTES OF INTEREST:

The unit meets or exceeds your required specifications.

The proposed unit includes all the following features:

1. All Units meet or exceed your required Specifications as requested.
2. The unit has LDAP capabilities, which, allows the unit to access ALL the e-mail addresses located on your e-mail server.
3. 10.2" Color display panel for easy functionality.
4. Drivers will be loaded on the desktops in your office.
5. USB Capabilities.
6. The unit has Multi-Tasking capabilities.
7. Scans in color.
8. Paper Weight from 16 lb Bond to 90 lb Index and By-Pass Tray (MPT) Multi-Purpose Tray 16 lb Bond to 140 lb Index.
9. The Proposed unit is a 45-PPM Monochrome Unit.
10. The unit is 508 Compliant

SUPPORTING DEALER FOR BOONE COUNTY:

Image Technologies, Inc
2511 Broadway Bluffs Drive
Columbia, MO 65201
Bus (573) 449-0140 Ext. 2130
Wayne Rueger, Division Manager
e-mail: wrueger@imagetechmo.com

MORE ADDITIONAL NOTES OF INTEREST:

- a. AEPA Schedule Contract number
AEPA009.D
- b. Business Size
Large
- c. Federal Tax ID Number
95-2819506
- d. Dun & Bradstreet Number
06-446-5503
- e. Cage Code
65678
- f. Mailing Address and Point of Contact (name, telephone, email address)
Donald E. Clary, CDIA+ Certified Professional
Government Account Manager
KYOCERA Document Solutions America, Inc..
225 Sand Road
Fairfield, NJ 07004-0008
Bus 610 502 0388
Fax 610 502 0389
Cell 610 428 0298
e-mail: donald.clary@da.kyocera.com

EXTENSION OF AGREEMENT

Contract EXTENSION AGREEMENT made by and between

Kyocera Mita America
Category – Digital Copiers and Related Equipment

and


Cooperating School Districts of Greater St Louis
1460 Craig Rd St Louis MO 63146
Agency phone 314-692-1234 Agency fax 314-872-7970
Tpost@csd.org

said Agreement being numbered: **AEPA BID #009** – **Category – Digital Copiers and Related Equipment**

The existing Agreement initially commencing upon award terminates on February 28, 2012; however, the Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2013. AEPA has approved this extension and now Cooperating School Districts of Greater St Louis and **Kyocera Mita America** desire to extend the Agreement for the third and final term of one (1) year until February 28, 2013. Upon the signatures of an authorized officer of the Cooperating School Districts of Greater St Louis and **Kyocera Mita America**, the Agreement is hereby extended.

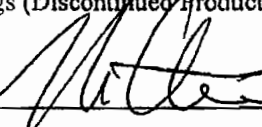
This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the attached Ohio Terms and Conditions.

Cooperating School Districts of Greater St Louis

Authorized Signature  Steven Keyser Deputy Executive Director/CFO

Kyocera Mita America

Contractor agrees to provide complete information of any deleted and new products or prices as allowed under headings (~~Discontinued Products~~) and (New Technology and Price Reduction) of the AEPA Bid #009.

Authorized Signature  Title VP of National Accounts

Typed Name Marc Theaman

NOTE: This agreement should be received by 5:00 p.m. at the offices of Cooperating School Districts on or before January 13, 2012.

If you as contractor do not want to extend contract, please sign below and return this agreement to Cooperating School Districts.

Discontinue: We desire to discontinue the contract, effective February 28, 2012

Signature: _____ Date: _____

December 15,2011

Kyocera Mita America, Inc.
Attn: Joseph Dolce
225 Sand Road, P.O. Box 40008
Fairfield, NJ 07004-0008

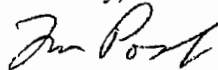
Dear Mr. Dolce:

Previously your company submitted a response to the Association of Educational Purchasing Agencies (AEPA) IFB #009. Your bid was reviewed by AEPA and they placed you on the "approved" list, so that any member could negotiate a contract extension with you. Their act of approval did not generate a contract; the contract is between the Cooperating School District of greater St Louis (CSD) and Kyocera Mita America, Inc. The term of that contract is one year, with an option for one-year extensions. AEPA has again "approved" you to be able to extend the contract until February 28, 2013.

It is our desires to formally extend this relationship through the established contract and adhering to the terms and conditions set forth in the bid specs for Missouri. Enclosed are two signed Contract Extensions for you to sign, return one signed copy to me and retain a copy for your files. The Cooperative will communicate this extension to our member schools; however, the job of sales is yours.

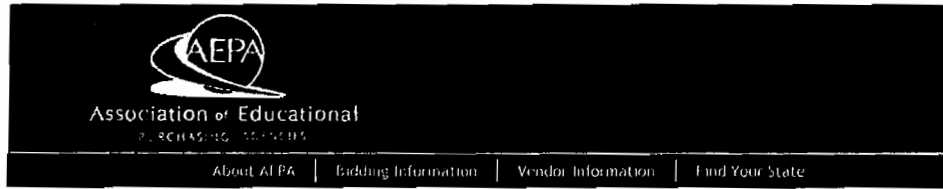
If you have any questions about this transaction, please do not hesitate to call me.

Sincerely,



Tom Post
Director Cooperating School Districts
1460 Craig Rd
St Louis mo 63146
314-692-1234
tpost@csd.org

Enclosures: Contract Extension (2)



- California >
- Colorado >
- Connecticut >
- Florida >
- Illinois >
- Indiana >
- Iowa >
- Kentucky >
- Michigan >
- Minnesota >
- Missouri >
- Montana >
- Nebraska >
- New Jersey >
- New Mexico >
- North Carolina >
- Ohio >
- Oregon >



The AEPA member in Missouri is Cooperating School Districts.

Contact: [Tom Post](mailto:Tom.Post@csd.org) (314) 692-1234
 Website: www.csd.org

Eligible Customers: K-12 Public & Private Schools | Colleges & Universities | Public Libraries | City, County & State Government | Non-profit Organizations

Neighboring States Served: Arkansas | Illinois | Louisiana | South Dakota

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

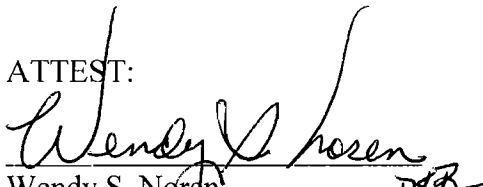
In the County Commission of said county, on the 18th day of October 20 12


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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Mid-Missouri Public Purchasing Cooperative (MMPPC) contract MM61-Dry Cleaning Term and Supply with the following three awarded vendors: Tiger Cleaners dba Concord Cleaners, Forum Dry Cleaners, and Robinson's Cleaners all of Columbia, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18th day of October, 2012.

ATTEST:

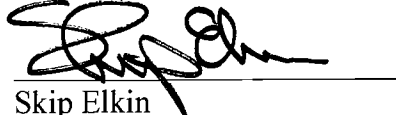

Wendy S. Noren *DB*
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: October 11, 2012
RE: Cooperative Contract: MM61 – Dry Cleaning Term and Supply

On behalf of the Boone County Sheriff Department, Purchasing requests permission to utilize the Mid-Missouri Public Purchasing Cooperative (MMPPC) contract MM61 – Dry Cleaning Term and Supply with the following three awarded vendors: Tiger Cleaners dba Concord Cleaners, Forum Dry Cleaners, and Robinson's Cleaners all of Columbia, MO.

This is a Term and Supply contract and invoices will be paid from departments 1251 – Sheriff, 1255 – Corrections, and 2901 - Sheriff Operations, account 23305 – Uniform Maintenance. .

cc: Contract File
Chad Martin, Sheriff's Department

**SERVICE AGREEMENT
FOR
DRY CLEANING SERVICE**

THIS AGREEMENT dated the 18th day of October 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Forum Dry Cleaners**, herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for **Dry Cleaning Service**, Mid-Missouri Public Purchasing Cooperative (MMPPC) Request for Quotation for Dry Cleaning Service, bid number **MM61**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions, bid specifications and bid sheets completed by Contractor and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this agreement, Boone County Standard Terms and Conditions, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Dry Cleaning Service when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt of a valid monthly statement. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products, services and pricing under this agreement shall be guaranteed from the commencing date of the contract through **August 31, 2013**. This agreement may be extended beyond the expiration date by order of the County for **four additional one year periods** subject to the pricing clauses in the Contractor's bid response and 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.
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.

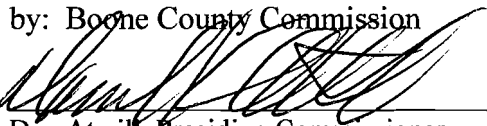
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

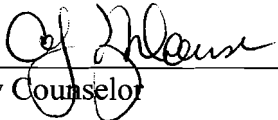
FORUM DRY CLEANERS

TR
 by anna Beck
 title owner

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Dan Atwill, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk *DKB*

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.)

June Pitchford by JJ 10/11/12 1251/1255/2901/23305 Term/Supply
 Signature Date Appropriation Account *No Encumbrance Required*

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

September 1, 2012

NOTIFICATION OF SPLIT AWARD - CITY OF COLUMBIA

CONTRACT FOR: MMPPC Dry Cleaning T&S

Contract Period is September 1, 2012 thru August 31, 2013

Your firm has been awarded the contract herein in response to our recent Request for Quotation. The purchase order for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

<u>CONTRACT NUMBER</u>	<u>ITEMS AWARDED</u>	<u>VENDOR NAME</u>
MM61	See Attached	Forum Dry Cleaners 1400 Forum Blvd Ste 5 Columbia, MO 65203 Ph: 573-446-3270 Fax: 573-446-3270 crownroyalinc@gmail.com

TERMS: Net 30

DELIVERY:

Sarah Spatafora
Procurement Officer
573-817-5005

cc: Greg Cooper, Melinda Bobbitt, Lisa Roland

MM61 Forum Dry Cleaners

			Year 1	Year 2	Year 3	Year 4
1	Trousers	pair	\$3.50			
2	Shirts (long Sleeved)	ea	\$3.50			
3	Shirts (short Sleeved)	ea	\$3.50			
4	Ties	ea	\$1.75			
5	Complete Uniform Set (includes trousers, shirt and tie)	set	\$8.75			
6	Eisenhower jackets, to match uniform	ea	\$4.00			
7	Caps (campaign felt hats, etc.)	ea	\$2.00			
8	Bullet Proof Vests	ea	\$3.00			
9	Leather bomber-style jackets	ea	\$25.00			
10	coveralls	ea	\$7.00			
11	polar coats (pile lining)	ea	\$4.00			
12	Reversible nylon jacket, hip length	ea	\$4.00			
13	Blauer brand winter jacket, bomber style, with lining	ea	\$7.00			
14	Dress uniform jacket for Fire Department	ea	\$4.00			

15	Rock Bridge HS Banner	ea	\$2.75			
16	Rock Bridge HS Concert Blazers	ea	\$3.50			
17	Rock Bridge HS Tuxedos (coat & trousers)	set	\$7.00			
18	Rock Bridge HS Tuxedos shirts	ea	\$2.25			
19	Rock Bridge HS Gowns (choir)	ea	\$7.00			
20	Hickman HS Band Uniforms (coats & trousers)	set	\$7.00			
21	Hickman HS Banner	ea	\$2.75			
22	Hickman HS Choir Robes with Stoles	set	\$7.00			
23	Hickman HS Tuxedos (coat & trousers)	set	\$7.00			
24	Hickman HS Tuxedo shirts	ea	\$2.25			
25	West Junior HS Concert Vest	ea	\$3.50			
26	West Junior HS Concert Pant	ea	\$3.50			
27	West Junior HS Bow Ties	ea	\$1.00			

28	West Junior Choral (concert) Dresses	ea	\$7.00			
29	Madrigal Costumes	ea	\$10.25			
30	Special Creasing on Uniform Shirts	ea	no bid			
31	Repair (buttons, minor rips, prior to cleaning)	ea	no bid			
32	Wool Blankets	ea	\$5.50			
33	Mop Heads	set	\$1.25			
34	Mascot Costumes (McGruff, etc.)	ea	\$10.25			



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR QUOTATION**

Bid No. MM61

Buyer Contact Name: Sarah Spatafora, City of Columbia Purchasing

Telephone Number: (573) 817-5005

Bid Closing: August 7, 2012

Time: 2:00 p.m., CST

Commodities or Service Requested: Dry Cleaning and/or Laundry Service

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

City of Columbia Purchasing Division

Attn: Sarah Spatafora, Buyer

701 E Broadway (5th Floor – Purchasing)

Columbia, MO 65201



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

8. Cooperative Member Agencies reserve 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 Vendor or Contractor must notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. Bidders may contact the Member Agency office to review the bid responses.

- a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.
12. WITHDRAWAL OF BIDS:

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

- a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
- b. Withdrawal: Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a nonintentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for resubmittal at the new date and time of bid closing.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

GENERAL PROVISIONS

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the bid form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

- b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurng similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.
11. **TERMINATION FOR CONVENIENCE:**
The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies 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 shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
12. **TERM & SUPPLY CONTRACT DEFINED:**
A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles commodities, supplies, materials and equipment solely from the supplier o whom the requirement contract is awarded for the contract term.
13. **FUND ALLOCATION:**
Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

14. **OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. **HAZARDOUS MATERIAL:**

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. **DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. **RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. **EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. **AMERICANS WITH DISABILITIES ACT:**

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Term & Supply Contract:

To provide Dry Cleaning Services, for the City of Columbia's Police Department, the Boone County Sheriff's Department, and the Columbia Public School District, as needed and as requested, from the date of this award through July 31, 2013. Expenditures for these services are approximately \$30,000.00 annually. The Cooperative may award to multiple vendors if it is deemed to be in the Cooperative's best interest.

This contract shall be effective from the date of issuance through July 31, 2013 and proposed rates shall be guaranteed for the initial contract period. This contract is subject to renew annually for four (4) additional years following the end of the first contract period, based upon agreement by all participating parties as to pricing, delivery, etc. If, in the opinion of the participating entities and its users, vendor service and reliability becomes a chronic, recurring problem, or other just cause so deemed by the Cooperative, this agreement may be canceled by the Cooperative upon ten (10) days written notice from the Mid-Missouri Public Purchasing Cooperative.

Participating entities are not responsible for merchandise issued or services rendered to persons not properly identified as Cooperative Members.

Payment will be made monthly upon Contractor's submission of invoice to the appropriate Accounts Payable Division. Tickets must be signed by authorized employee and copies of tickets submitted with two copies of the monthly invoice. One copy of the monthly invoice (plus tickets) shall be provided to the using department and the original invoice shall be mailed to the appropriate Accounts Payable Division. The Contractor must include the purchase order number on all tickets.

General Bid Requirements

This service is for Dry Cleaning and Laundry Services. However, normal washing and drying of most uniforms is not permitted. Uniforms must be completely dry and pressed correctly (with creases in the appropriate place) in order to be acceptable for wearing. The crease on the uniform shirts shall be centered on the shoulder patch. There should not be multiple crease lines showing either on the shirt or the uniform trousers.

Bidders interested in submitting bids for this contract must indicate what percentage of their total business is dedicated to dry cleaning services. The Cooperative reserves the right to make site visits during the evaluation to inspect the premises.

If there is an instance when a uniform is not picked up or delivered within 30 days of drop off, the Contractor shall contact the department and make arrangements for uniforms to be delivered or picked up.

The Contractor shall be responsible for the cost to replace any items lost or damaged.

Specific Bid Requirements

Columbia Police Department uniform items must be cleaned and available for pick-up within 36 hours or less. Turnaround time to be expected for specialty items (hats, bullet proof vests, leather jackets, etc.) must be provided with your bid. Uniforms must be kept in a secure area and officers must provide proof of identification when picking up uniforms.

Columbia Police Department blankets shall be picked up for cleaning and returned at least twice weekly.

Columbia School District items are generally done after July 1st of each year. All garments shall be picked up at each school, dry-cleaned and pressed, then returned to each school on hangers and hung in designated storage areas. The hangers to be used shall be of the pant hanger variety (twisted reinforced top and cardboard type with adhesive). When items are returned, they shall be matched by numbers (located on the inside of the garments). Hickman and Rock Bridge band uniform items are to be hung on separate hangers. The successful bidder will need to contact Hickman High School, 573-886-2555 on July 1st for pick-up instructions. All School District garments shall be returned no later than the time designated prior to the beginning of that school year.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

PRICES TO BE QUOTED FOB DESTINATION

Columbia Police Departments and Boone County Sheriff Department

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
1.	Trousers	pair		\$
2.	Shirts (long sleeved)	each		\$
3.	Shirts (short Sleeved)	each		\$
4.	Ties	each		\$
5.	Complete Uniform Set (includes trousers, shirt and tie)	set		\$
6.	Eisenhower jackets, to match uniform	each		\$
7.	Caps (campaign felt hats, etc.)	each		\$
8.	Bullet Proof Vests	each		\$
9.	Leather bomber-style jackets	each		\$
10.	Coveralls	each		\$
11.	Polar Coats (pile lining)			\$
12.	Reversible nylon jacket, hip length	each		\$
13.	Blauer brand winter jacket, bomber style, with lining	each		\$
14.	Dress uniform jacket for Fire Department	each		\$

Columbia Public School District (unit prices must include pick-up/delivery)

Quantities shown are estimates and may be increased or decreased as needed to fulfill the needs of the Columbia Public School District

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
15.	Rock Bridge HS Banner	Each	1	\$
16.	Rock Bridge HS Concert Blazers	each	50+	\$
17.	Rock Bridge HS Tuxedos (Coat & Trousers)	set	30+	\$
18.	Rock Bridge HS Tuxedo Shirts	each	30+	\$
19.	Rock Bridge HS Gowns (choir)	Each	60+	\$
20.	Hickman HS Band Uniforms (Coats & Trousers)	set	100+	\$
21.	Hickman HS Banner	each	1	\$
22.	Hickman HS Choir Robes with Stoles	set	40+	\$
23.	Hickman HS Tuxedos (Coat & Trousers)	set	100+	\$
24.	Hickman HS Tuxedo Shirts	each	10+	\$



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Columbia Public School District, Continued

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
25.	West Junior HS Concert Vest	each	40+	\$
26.	West Junior HS Concert Pant	each	40+	\$
27.	West Junior HS Bow Ties	each	40+	\$
28.	West Junior Choral (Concert) Dresses	each	40+	\$
29.	Madrigal Costumes	each	40+	\$

Special Pricing

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
28.	Special Creasing on Uniform Shirts	each		\$
29.	Repair (buttons, minor rips, prior to cleaning)	each		\$
30.	Wool Blankets	each		\$
31.	Mop Heads	set		\$
32.	Mascot costumes (McGruff, etc.)	each		\$

ADDITIONAL PRICING FOR SERVICES YOU OFFER

NO.	Description of Articles or Services	Unit	Qty	Unit Price

Special Information Requested:

1. Since multiple employees may be dropping off and picking up items, please provide detailed information on ticketing/invoicing information.
2. Because uniform security is extremely important, please provide security information to insure uniforms will be kept secure and only be taken by those authorized to pick up uniforms.
3. Provide additional information (including pricing) on any specialty service such as alterations, etc.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

4. Do you provide pick-up and drop off service?
If yes, please provide pricing.

Note: Please feel free to add information that will help us in evaluating this bid. Please include pricing information that is not addressed in this bid solicitation. Add additional sheets, if necessary. We reserve the right to ask for samples for evaluation purposes.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

BIDDER LOCATION/HOUR OF OPERATION INFORMATION

Locations (Name, Address, Phone #s)	Days/Hours (per location)	Normal Service (36 Hours) Time Deadlines	Emergency or Next Day Time Deadlines	Specialty Items Turnaround	Alterations at this site?



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

In submitting this quotation, the Undersigned declares that this quotation is made without collusion with any other person, firm or corporation.

The Undersigned acknowledges that he/she has received and examined a complete set of Bid Documents and receipt of the following Addenda:

Number(s): _____

Dated: _____

The Undersigned hereby 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.

PAYMENT TERMS: _____

Delivery Time: _____

Name of Business - Stamp may be used

By: _____
Authorized Representative must sign by hand

Date: _____

Type or Print Name

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Fax: (_____) _____ Telephone: (_____) _____

Company Type: (check one) _____ Corporation _____ Partnership _____ Sole Proprietor

Federal Tax ID Number: _____ or Social Security Number: _____

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Edward E Bartels

Business name/disregarded entity name, if different from above
WALK-A-RAT CONTRACTORS

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
9200 Old Hwy 124

City, state, and ZIP code
Hallsville, Va 65255

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
 See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
493 - 36 - 5808	
Employer identification number	
43 - 1569124	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ ED. Bartels Date ▶ 19 Sept 12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Search Results

Current Search Terms: forum* dry* cleaners*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.207.20120914-1821

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**SERVICE AGREEMENT
FOR
DRY CLEANING SERVICE**

THIS AGREEMENT dated the 18th day of October 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tiger Cleaners dba Concord Cleaners**, herein, "Contractor."

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

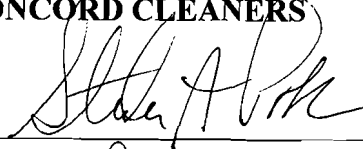
1. **Contract Documents** - This agreement shall consist of this agreement for **Dry Cleaning Service**, Mid-Missouri Public Purchasing Cooperative (MMPPC) Request for Quotation for Dry Cleaning Service, bid number **MM61**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions, bid specifications and bid sheets completed by Contractor and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this agreement, Boone County Standard Terms and Conditions, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Dry Cleaning Service when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt of a valid monthly statement. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products, services and pricing under this agreement shall be guaranteed from the commencing date of the contract through **August 31, 2013**. This agreement may be extended beyond the expiration date by order of the County for **four additional one year periods** subject to the pricing clauses in the Contractor's bid response and 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.
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.

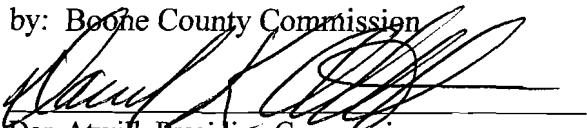
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

**TIGER CLEANERS dba
CONCORD CLEANERS**


BOONE COUNTY, MISSOURI

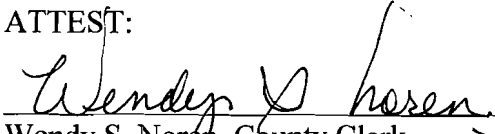
by 
 title President

by: Boone County Commission

 Dan Atwill, Presiding Commissioner

APPROVED AS TO FORM:


ATTEST:


 County Counselor


 Wendy S. Noren, County Clerk DKB

AUDITOR CERTIFICATION

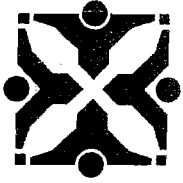
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county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

 10/11/12 1251/1255/2901/23305 Term/Supply
 Signature Date Appropriation Account No Encumbrance Required

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

September 1, 2012
NOTIFICATION OF SPLIT AWARD - CITY OF COLUMBIA

CONTRACT FOR: MMPPC Dry Cleaning T&S

Contract Period is September 1, 2012 thru August 31, 2013

Your firm has been awarded the contract herein in response to our recent Request for Quotation. The purchase order for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NAME
MM61	See Attached	Tiger Cleaners dba Concord Cleaners 126 South 8 th Street Columbia, MO 65201 Ph: 573-442-6107 steve@tigercleaners.com

TERMS: Net 30

DELIVERY:

Sarah Spatafora
Procurement Officer
573-817-5005

cc: Greg Cooper, Melinda Bobbitt, Lisa Roland

MM61 Tiger Cleaners

			Year 1	Year 2	Year 3	Year 4
1	Trousers	pair	\$4.30			
2	Shirts (long Sleeved)	ea	\$4.30			
3	Shirts (short Sleeved)	ea	\$4.30			
4	Ties	ea	\$1.05			
5	Complete Uniform Set (includes trousers, shirt and tie)	set	\$9.65			
6	Eisenhower jackets, to match uniform	ea	\$4.30			
7	Caps (campaign felt hats, etc.)	ea	\$1.05			
8	Bullet Proof Vests	ea	\$3.50			
9	Leather bomber-style jackets	ea	\$27.00			
10	coveralls	ea	\$6.50			
11	polar coats (pile lining)	ea	\$7.50			
12	Reversible nylon jacket, hip length	ea	\$4.30			
13	Blauer brand winter jacket, bomber style, with lining	ea	\$5.00			
14	Dress uniform jacket for Fire Department	ea	\$4.30			

15	Rock Bridge HS Banner	ea	\$9.00			
16	Rock Bridge HS Concert Blazers	ea	\$4.30			
17	Rock Bridge HS Tuxedos (coat & trousers)	set	\$8.60			
18	Rock Bridge HS Tuxedos shirts	ea	\$2.15			
19	Rock Bridge HS Gowns (choir)	ea	\$5.85			
20	Hickman HS Band Uniforms (coats & trousers)	set	\$8.50			
21	Hickman HS Banner	ea	\$9.00			
22	Hickman HS Choir Robes with Stoles	set	\$6.25			
23	Hickman HS Tuxedos (coat & trousers)	set	\$8.60			
24	Hickman HS Tuxedo shirts	ea	\$2.15			
25	West Junior HS Concert Vest	ea	\$3.50			
26	West Junior HS Concert Part	ea	\$4.30			
27	West Junior HS Bow Ties	ea	\$1.00			

28	West Junior Choral (concert) Dresses	ea	\$5.75			
29	Madrigal Costumes	ea	\$6.10			
30	Special Creasing on Uniform Shirts	ea	\$0.00			
31	Repair (buttons, minor rips, prior to cleaning)	ea	\$10.00			
32	Wool Blankets	ea	\$9.50			
33	Mop Heads	set	\$2.00			
34	Mascot Costumes (McGruff, etc.)	ea	\$29.00			
			Line 31 is \$1-10			
			Line 34 is upto \$29			



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR QUOTATION**

Bid No. MM61

Buyer Contact Name: Sarah Spatafora, City of Columbia Purchasing

Telephone Number: (573) 817-5005

Bid Closing: August 7, 2012

Time: 2:00 p.m., CST

Commodities or Service Requested: Dry Cleaning and/or Laundry Service

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

City of Columbia Purchasing Division

Attn: Sarah Spatafora, Buyer

701 E Broadway (5th Floor – Purchasing)

Columbia, MO 65201



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

8. Cooperative Member Agencies reserve 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 Vendor or Contractor must notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

11. RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. Bidders may contact the Member Agency office to review the bid responses.

- a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
- b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

- a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
- b. Withdrawal: Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a nonintentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for resubmittal at the new date and time of bid closing.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

GENERAL PROVISIONS

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the bid form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

- b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.
11. **TERMINATION FOR CONVENIENCE:**
The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies 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 shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
12. **TERM & SUPPLY CONTRACT DEFINED:**
A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles commodities, supplies, materials and equipment solely from the supplier o whom the requirement contract is awarded for the contract term.
13. **FUND ALLOCATION:**
Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

14. **OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. **HAZARDOUS MATERIAL:**

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. **DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. **RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. **EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. **AMERICANS WITH DISABILITIES ACT:**

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Term & Supply Contract:

To provide Dry Cleaning Services, for the City of Columbia's Police Department, the Boone County Sheriff's Department, and the Columbia Public School District, as needed and as requested, from the date of this award through July 31, 2013. Expenditures for these services are approximately \$30,000.00 annually. The Cooperative may award to multiple vendors if it is deemed to be in the Cooperative's best interest.

This contract shall be effective from the date of issuance through July 31, 2013 and proposed rates shall be guaranteed for the initial contract period. This contract is subject to renew annually for four (4) additional years following the end of the first contract period, based upon agreement by all participating parties as to pricing, delivery, etc. If, in the opinion of the participating entities and its users, vendor service and reliability becomes a chronic, recurring problem, or other just cause so deemed by the Cooperative, this agreement may be canceled by the Cooperative upon ten (10) days written notice from the Mid-Missouri Public Purchasing Cooperative.

Participating entities are not responsible for merchandise issued or services rendered to persons not properly identified as Cooperative Members.

Payment will be made monthly upon Contractor's submission of invoice to the appropriate Accounts Payable Division. Tickets must be signed by authorized employee and copies of tickets submitted with two copies of the monthly invoice. One copy of the monthly invoice (plus tickets) shall be provided to the using department and the original invoice shall be mailed to the appropriate Accounts Payable Division. The Contractor must include the purchase order number on all tickets.

General Bid Requirements

This service is for Dry Cleaning and Laundry Services. However, normal washing and drying of most uniforms is not permitted. Uniforms must be completely dry and pressed correctly (with creases in the appropriate place) in order to be acceptable for wearing. The crease on the uniform shirts shall be centered on the shoulder patch. There should not be multiple crease lines showing either on the shirt or the uniform trousers.

Bidders interested in submitting bids for this contract must indicate what percentage of their total business is dedicated to dry cleaning services. The Cooperative reserves the right to make site visits during the evaluation to inspect the premises.

If there is an instance when a uniform is not picked up or delivered within 30 days of drop off, the Contractor shall contact the department and make arrangements for uniforms to be delivered or picked up.

The Contractor shall be responsible for the cost to replace any items lost or damaged.

Specific Bid Requirements

Columbia Police Department uniform items must be cleaned and available for pick-up within 36 hours or less. Turnaround time to be expected for specialty items (hats, bullet proof vests, leather jackets, etc.) must be provided with your bid. Uniforms must be kept in a secure area and officers must provide proof of identification when picking up uniforms.

Columbia Police Department blankets shall be picked up for cleaning and returned at least twice weekly.

Columbia School District items are generally done after July 1st of each year. All garments shall be picked up at each school, dry-cleaned and pressed, then returned to each school on hangers and hung in designated storage areas. The hangers to be used shall be of the pant hanger variety (twisted reinforced top and cardboard type with adhesive). When items are returned, they shall be matched by numbers (located on the inside of the garments). Hickman and Rock Bridge band uniform items are to be hung on separate hangers. The successful bidder will need to contact Hickman High School, 573-886-2555 on July 1st for pick-up instructions. All School District garments shall be returned no later than the time designated prior to the beginning of that school year.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

PRICES TO BE QUOTED FOB DESTINATION

Columbia Police Departments and Boone County Sheriff Department

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
1.	Trousers	pair		\$
2.	Shirts (long sleeved)	each		\$
3.	Shirts (short Sleeved)	each		\$
4.	Ties	each		\$
5.	Complete Uniform Set (includes trousers, shirt and tie)	set		\$
6.	Eisenhower jackets, to match uniform	each		\$
7.	Caps (campaign felt hats, etc.)	each		\$
8.	Bullet Proof Vests	each		\$
9.	Leather bomber-style jackets	each		\$
10.	Coveralls	each		\$
11.	Polar Coats (pile lining)			\$
12.	Reversible nylon jacket, hip length	each		\$
13.	Blauer brand winter jacket, bomber style, with lining	each		\$
14.	Dress uniform jacket for Fire Department	each		\$

Columbia Public School District (unit prices must include pick-up/delivery)

Quantities shown are estimates and may be increased or decreased as needed to fulfill the needs of the Columbia Public School District

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
15.	Rock Bridge HS Banner	Each	1	\$
16.	Rock Bridge HS Concert Blazers	each	50+	\$
17.	Rock Bridge HS Tuxedos (Coat & Trousers)	set	30+	\$
18.	Rock Bridge HS Tuxedo Shirts	each	30+	\$
19.	Rock Bridge HS Gowns (choir)	Each	60+	\$
20.	Hickman HS Band Uniforms (Coats & Trousers)	set	100+	\$
21.	Hickman HS Banner	each	1	\$
22.	Hickman HS Choir Robes with Stoles	set	40+	\$
23.	Hickman HS Tuxedos (Coat & Trousers)	set	100+	\$
24.	Hickman HS Tuxedo Shirts	each	10+	\$



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Columbia Public School District, Continued

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
25.	West Junior HS Concert Vest	each	40+	\$
26.	West Junior HS Concert Pant	each	40+	\$
27.	West Junior HS Bow Ties	each	40+	\$
28.	West Junior Choral (Concert) Dresses	each	40+	\$
29.	Madrigal Costumes	each	40+	\$

Special Pricing

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
28.	Special Creasing on Uniform Shirts	each		\$
29.	Repair (buttons, minor rips, prior to cleaning)	each		\$
30.	Wool Blankets	each		\$
31.	Mop Heads	set		\$
32.	Mascot costumes (McGruff, etc.)	each		\$

ADDITIONAL PRICING FOR SERVICES YOU OFFER

NO.	Description of Articles or Services	Unit	Qty	Unit Price

Special Information Requested:

1. Since multiple employees may be dropping off and picking up items, please provide detailed information on ticketing/invoicing information.
2. Because uniform security is extremely important, please provide security information to insure uniforms will be kept secure and only be taken by those authorized to pick up uniforms.
3. Provide additional information (including pricing) on any specialty service such as alterations, etc.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

4. Do you provide pick-up and drop off service?
If yes, please provide pricing.

Note: Please feel free to add information that will help us in evaluating this bid. Please include pricing information that is not addressed in this bid solicitation. Add additional sheets, if necessary. We reserve the right to ask for samples for evaluation purposes.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

BIDDER LOCATION/HOUR OF OPERATION INFORMATION

Locations (Name, Address, Phone #s)	Days/Hours (per location)	Normal Service (36 Hours) Time Deadlines	Emergency or Next Day Time Deadlines	Specialty Items Turnaround	Alterations at this site?



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

In submitting this quotation, the Undersigned declares that this quotation is made without collusion with any other person, firm or corporation.

The Undersigned acknowledges that he/she has received and examined a complete set of Bid Documents and receipt of the following Addenda:

Number(s): _____

Dated: _____

The Undersigned hereby 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.

PAYMENT TERMS: _____

Delivery Time: _____

Name of Business - Stamp may be used

By: _____
Authorized Representative must sign by hand

Date: _____

Type or Print Name

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Fax: (_____) _____ Telephone: (_____) _____

Company Type: (check one) _____ Corporation _____ Partnership _____ Sole Proprietor

Federal Tax ID Number: _____ or Social Security Number: _____

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Edward E. Bartels

Business name/disregarded entity name, if different from above
WALK-A-RAP CONTRACTORS

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
9200 Old Hwy 124

City, state, and ZIP code
Hallsville, Va 65255

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
 993 - 36 - 5808

Employer identification number
 43 - 1569124

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ ED. Bartels Date ▶ 19 Sept 12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Search Results

Current Search Terms: tiger* cleaners*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.207.20120914-1821

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CONCORD CLEANERS INC
DUNS: 073824856 CAGE Code: 4FYLS
Status: Active

11415 CONCORD VILLAGE AVE
SAINT LOUIS, MO, 63123-6907,
UNITED STATES

Entity Overview

Entity Information

DUNS: 073824856
Name: CONCORD CLEANERS INC
Doing Business As: SOUTH COUNTY CLEANERS
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 11/28/2012

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.207.20120914-1821

WWW9

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**SERVICE AGREEMENT
FOR
DRY CLEANING SERVICE**

THIS AGREEMENT dated the 18th day of October 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Robinson's Cleaners**, herein, "Contractor."

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

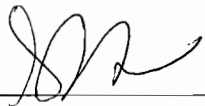

1. **Contract Documents** - This agreement shall consist of this agreement for **Dry Cleaning Service**, Mid-Missouri Public Purchasing Cooperative (MMPPC) Request for Quotation for Dry Cleaning Service, bid number **MM61**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions, bid specifications and bid sheets completed by Contractor and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this agreement, Boone County Standard Terms and Conditions, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Dry Cleaning Service when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt of a valid monthly statement. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products, services and pricing under this agreement shall be guaranteed from the commencing date of the contract through **August 31, 2013**. This agreement may be extended beyond the expiration date by order of the County for **four additional one year periods** subject to the pricing clauses in the Contractor's bid response and 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.
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.

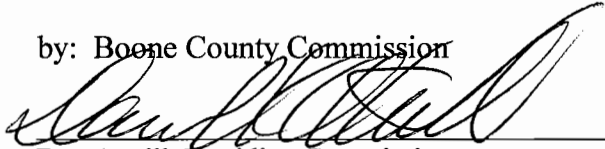
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

ROBINSON'S CLEANERS

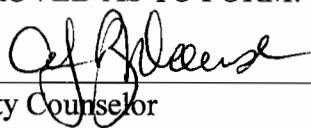
BOONE COUNTY, MISSOURI


by 
 title 

by: Boone County Commission

 Dan Atwill, Presiding Commissioner

APPROVED AS TO FORM:



ATTEST:


 County Counselor


 Wendy S. Noren, County Clerk *DKB*

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.)

 by  10/11/12 1251/1255/2901/23305 Term/Supply
 Signature Date Appropriation Account *No Encumbrance Required*

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

September 1, 2012

NOTIFICATION OF SPLIT AWARD - CITY OF COLUMBIA

CONTRACT FOR: MMPPC Dry Cleaning T&S

Contract Period is September 1, 2012 thru August 31, 2013

Your firm has been awarded the contract herein in response to our recent Request for Quotation. The purchase order for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

<u>CONTRACT NUMBER</u>	<u>ITEMS AWARDED</u>	<u>VENDOR NAME</u>
MM61	See Attached	Robinson's Cleaners 1204 Business Loop 70 E Columbia, MO 65201 Ph: 573-808-6498 Fax: 573-442-2517 kit@robinsonscleaners.com

TERMS: Net 30

DELIVERY:

Sarah Spatafora
Procurement Officer
573-817-5005

cc: Greg Cooper, Melinda Bobbitt, Lisa Roland

MM61 Robinson's Cleaners

			Year 1	Year 2	Year 3	Year 4
1	Trousers	pair	\$3.50			
2	Shirts (long Sleeved)	ea	\$3.50			
3	Shirts (short Sleeved)	ea	\$3.50			
4	Ties	ea	\$0.00			
5	Complete Uniform Set (includes trousers, shirt and tie)	set	\$7.00			
6	Eisenhower jackets, to match uniform	ea	\$3.50			
7	Caps (campaign felt hats, etc.)	ea	\$0.00			
8	Bullet Proof Vests	ea	\$2.00			
9	Leather bomber-style jackets	ea	\$25.00			
10	coveralls	ea	\$3.50			
11	polar coats (pile lining)	ea	\$3.50			
12	Reversible nylon jacket, hip length	ea	\$3.50			
13	Blauer brand winter jacket, bomber style, with lining	ea	\$3.50			
14	Dress uniform jacket for Fire Department	ea	no bid			

15	Rock Bridge HS Banner	ea	\$0.00			
16	Rock Bridge HS Concert Blazers	ea	\$6.00			
17	Rock Bridge HS Tuxedos (coat & trousers)	set	\$12.00			
18	Rock Bridge HS Tuxedos shirts	ea	\$4.00			
19	Rock Bridge HS Gowns (choir)	ea	\$12.00			
20	Hickman HS Band Uniforms (coats & trousers)	set	\$6.00			
21	Hickman HS Banner	ea	\$0.00			
22	Hickman HS Choir Robes with Stoles	set	\$12.00			
23	Hickman HS Tuxedos (coat & trousers)	set	\$12.00			
24	Hickman HS Tuxedo shirts	ea	\$4.00			
25	West Junior HS Concert Vest	ea	\$3.00			
26	West Junior HS Concert Pant	ea	\$6.00			
27	West Junior HS Bow Ties	ea	\$0.00			

28	West Junior Choral (concert) Dresses	ea	\$6.00			
29	Madrigal Costumes	ea	\$12.00			
30	Special Creasing on Uniform Shirts	ea	\$0.00			
31	Repair (buttons, minor rips, prior to cleaning)	ea	\$3.00			
32	Wool Blankets	ea	\$5.00			
33	Mop Heads	set	\$0.50			
34	Mascot Costumes (McGruff, etc.)	ea	\$30.00			



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR QUOTATION**

Bid No. MM61

Buyer Contact Name: Sarah Spatafora, City of Columbia Purchasing

Telephone Number: (573) 817-5005

Bid Closing: August 7, 2012

Time: 2:00 p.m., CST

Commodities or Service Requested: Dry Cleaning and/or Laundry Service

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

City of Columbia Purchasing Division

Attn: Sarah Spatafora, Buyer

701 E Broadway (5th Floor – Purchasing)

Columbia, MO 65201



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.



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8. Cooperative Member Agencies reserve 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 Vendor or Contractor must notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. Bidders may contact the Member Agency office to review the bid responses.

 - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a nonintentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for resubmittal at the new date and time of bid closing.



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GENERAL PROVISIONS

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the bid form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.



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- b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.
11. **TERMINATION FOR CONVENIENCE:**

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies 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 shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
12. **TERM & SUPPLY CONTRACT DEFINED:**

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles commodities, supplies, materials and equipment solely from the supplier o whom the requirement contract is awarded for the contract term.
13. **FUND ALLOCATION:**

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.



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14. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. DOMESTIC PRODUCTS:

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. EQUAL OPPORTUNITY:

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



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Term & Supply Contract:

To provide Dry Cleaning Services, for the City of Columbia's Police Department, the Boone County Sheriff's Department, and the Columbia Public School District, as needed and as requested, from the date of this award through July 31, 2013. Expenditures for these services are approximately \$30,000.00 annually. The Cooperative may award to multiple vendors if it is deemed to be in the Cooperative's best interest.

This contract shall be effective from the date of issuance through July 31, 2013 and proposed rates shall be guaranteed for the initial contract period. This contract is subject to renew annually for four (4) additional years following the end of the first contract period, based upon agreement by all participating parties as to pricing, delivery, etc. If, in the opinion of the participating entities and its users, vendor service and reliability becomes a chronic, recurring problem, or other just cause so deemed by the Cooperative, this agreement may be canceled by the Cooperative upon ten (10) days written notice from the Mid-Missouri Public Purchasing Cooperative.

Participating entities are not responsible for merchandise issued or services rendered to persons not properly identified as Cooperative Members.

Payment will be made monthly upon Contractor's submission of invoice to the appropriate Accounts Payable Division. Tickets must be signed by authorized employee and copies of tickets submitted with two copies of the monthly invoice. One copy of the monthly invoice (plus tickets) shall be provided to the using department and the original invoice shall be mailed to the appropriate Accounts Payable Division. The Contractor must include the purchase order number on all tickets.

General Bid Requirements

This service is for Dry Cleaning and Laundry Services. However, normal washing and drying of most uniforms is not permitted. Uniforms must be completely dry and pressed correctly (with creases in the appropriate place) in order to be acceptable for wearing. The crease on the uniform shirts shall be centered on the shoulder patch. There should not be multiple crease lines showing either on the shirt or the uniform trousers.

Bidders interested in submitting bids for this contract must indicate what percentage of their total business is dedicated to dry cleaning services. The Cooperative reserves the right to make site visits during the evaluation to inspect the premises.

If there is an instance when a uniform is not picked up or delivered within 30 days of drop off, the Contractor shall contact the department and make arrangements for uniforms to be delivered or picked up.

The Contractor shall be responsible for the cost to replace any items lost or damaged.

Specific Bid Requirements

Columbia Police Department uniform items must be cleaned and available for pick-up within 36 hours or less. Turnaround time to be expected for specialty items (hats, bullet proof vests, leather jackets, etc.) must be provided with your bid. Uniforms must be kept in a secure area and officers must provide proof of identification when picking up uniforms.

Columbia Police Department blankets shall be picked up for cleaning and returned at least twice weekly.

Columbia School District items are generally done after July 1st of each year. All garments shall be picked up at each school, dry-cleaned and pressed, then returned to each school on hangers and hung in designated storage areas. The hangers to be used shall be of the pant hanger variety (twisted reinforced top and cardboard type with adhesive). When items are returned, they shall be matched by numbers (located on the inside of the garments). Hickman and Rock Bridge band uniform items are to be hung on separate hangers. The successful bidder will need to contact Hickman High School, 573-886-2555 on July 1st for pick-up instructions. All School District garments shall be returned no later than the time designated prior to the beginning of that school year.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

PRICES TO BE QUOTED FOB DESTINATION

Columbia Police Departments and Boone County Sheriff Department

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
1.	Trousers	pair		\$
2.	Shirts (long sleeved)	each		\$
3.	Shirts (short Sleeved)	each		\$
4.	Ties	each		\$
5.	Complete Uniform Set (includes trousers, shirt and tie)	set		\$
6.	Eisenhower jackets, to match uniform	each		\$
7.	Caps (campaign felt hats, etc.)	each		\$
8.	Bullet Proof Vests	each		\$
9.	Leather bomber-style jackets	each		\$
10.	Coveralls	each		\$
11.	Polar Coats (pile lining)			\$
12.	Reversible nylon jacket, hip length	each		\$
13.	Blauer brand winter jacket, bomber style, with lining	each		\$
14.	Dress uniform jacket for Fire Department	each		\$

Columbia Public School District (unit prices must include pick-up/delivery)

Quantities shown are estimates and may be increased or decreased as needed to fulfill the needs of the Columbia Public School District

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
15.	Rock Bridge HS Banner	Each	1	\$
16.	Rock Bridge HS Concert Blazers	each	50+	\$
17.	Rock Bridge HS Tuxedos (Coat & Trousers)	set	30+	\$
18.	Rock Bridge HS Tuxedo Shirts	each	30+	\$
19.	Rock Bridge HS Gowns (choir)	Each	60+	\$
20.	Hickman HS Band Uniforms (Coats & Trousers)	set	100+	\$
21.	Hickman HS Banner	each	1	\$
22.	Hickman HS Choir Robes with Stoles	set	40+	\$
23.	Hickman HS Tuxedos (Coat & Trousers)	set	100+	\$
24.	Hickman HS Tuxedo Shirts	each	10+	\$



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Columbia Public School District, Continued

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
25.	West Junior HS Concert Vest	each	40+	\$
26.	West Junior HS Concert Pant	each	40+	\$
27.	West Junior HS Bow Ties	each	40+	\$
28.	West Junior Choral (Concert) Dresses	each	40+	\$
29.	Madrigal Costumes	each	40+	\$

Special Pricing

NO.	Description of Articles or Services (dry cleaning/pressing)	Unit	Qty	Unit Price
28.	Special Creasing on Uniform Shirts	each		\$
29.	Repair (buttons, minor rips, prior to cleaning)	each		\$
30.	Wool Blankets	each		\$
31.	Mop Heads	set		\$
32.	Mascot costumes (McGruff, etc.)	each		\$

ADDITIONAL PRICING FOR SERVICES YOU OFFER

NO.	Description of Articles or Services	Unit	Qty	Unit Price

Special Information Requested:

1. Since multiple employees may be dropping off and picking up items, please provide detailed information on ticketing/invoicing information.
2. Because uniform security is extremely important, please provide security information to insure uniforms will be kept secure and only be taken by those authorized to pick up uniforms.
3. Provide additional information (including pricing) on any specialty service such as alterations, etc.



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4. Do you provide pick-up and drop off service?
If yes, please provide pricing.

Note: Please feel free to add information that will help us in evaluating this bid. Please include pricing information that is not addressed in this bid solicitation. Add additional sheets, if necessary. We reserve the right to ask for samples for evaluation purposes.



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BIDDER LOCATION/HOUR OF OPERATION INFORMATION

Locations (Name, Address, Phone #s)	Days/Hours (per location)	Normal Service (36 Hours) Time Deadlines	Emergency or Next Day Time Deadlines	Specialty Items Turnaround	Alterations at this site?



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In submitting this quotation, the Undersigned declares that this quotation is made without collusion with any other person, firm or corporation.

The Undersigned acknowledges that he/she has received and examined a complete set of Bid Documents and receipt of the following Addenda:

Number(s): _____

Dated: _____

The Undersigned hereby 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.

PAYMENT TERMS: _____

Delivery Time: _____

Name of Business - Stamp may be used

By: _____
Authorized Representative must sign by hand

Date: _____

Type or Print Name

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Fax: (_____) _____ Telephone: (_____) _____

Company Type: (check one) _____ Corporation _____ Partnership _____ Sole Proprietor

Federal Tax ID Number: _____ or Social Security Number: _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Edward E. Bartels

Business name/disregarded entity name, if different from above
WALK-A-BAR CONTRACTORS

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
9200 Old Hwy 124

City, state, and ZIP code
Hallsville, VA 65255

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
493 - 36 - 5808	
Employer identification number	
43 - 1563124	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **Y Ed. Bartels** Date ▶ **19 Sept 12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:


- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Search Results

Current Search Terms: Robinson's cleaners*

Your search for ""Robinson's Cleaners*" returned the following results...

Entity	ROBINSON'S DRY CLEANERS INC	Status:	Active 
DUNS:	167303072 +4:	CAGE Code:	3BGE7 View Details
Has Active Exclusion?:	No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.207.20120914-1821

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

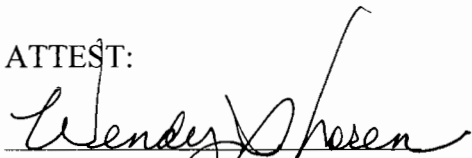
In the County Commission of said county, on the 18th day of October 20 12

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

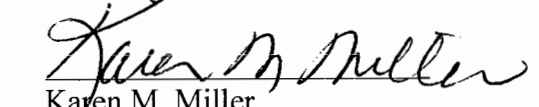
Now on this day the County Commission of the County of Boone does hereby award bid 49-20SEP12 – Trails West Subdivision Drainage Improvements to Weeco, Inc. of Boonville, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18th day of October 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: October 16, 2012
RE: 49-20SEP12 – Trails West Subdivision Drainage Improvements

49-20SEP12 – Trails West Subdivision Drainage Improvements opened on September 27, 2012, eleven bids were received and Resource Management recommends award by low bid to Weeco, Inc. of Boonville, MO.

Cost of the contract is \$44,331.00 and will be paid from department 2045– Public Works – Design and Construction, account 71100 – Contractor Costs. \$88,890.00 was estimated for this bid.

cc: Jeff McCann, Resource Management
Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Weeco, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 49-20SEP12
TRAILS WEST SUBDIVISION DRAINAGE IMPROVEMENTS
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$44,331.00.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- *Sample Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or

percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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 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.

The Owner agrees to pay the Contractor in the amount: \$44,331.00.

Forty Four Thousand, Three Hundred Thirty One Dollars and Zero Cents (\$44,331.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

CONTRACTOR:

WEECO, INC.

By: Bandy Widel
Authorized Representative Signature

By: Bandy Widel
Authorized Representative Printed Name
Title: Vice President

OWNER, BOONE COUNTY, MISSOURI

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy Noren
Wendy Noren, County Clerk DKB

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 a measurable county obligation at this time.)

Jane E. Pitchford
Signature by gtd

10/17/12
Date

2045-71100 - \$44,331.00

Appropriation Account

BID FORM
TRAILS WEST SUBDIVISION DRAINAGE IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
TRAFFIC CONTROL - LOCAL	1	LS	\$ 2,800 ⁰⁰	\$ 2,800 ⁰⁰
EROSION CONTROL	1	LS	\$ 900 ⁰⁰	\$ 900 ⁰⁰
RESTORATION (TOPSOIL, SEED, FERTILIZE & TYPE 3 MULCH)	1	LS	\$ 900 ⁰⁰	\$ 900 ⁰⁰
REMOVALS	1	LS	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
18" CMP (ALUMINIZED)	27	LF	\$ 42 ⁰⁰	\$ 1,134 ⁰⁰
24" CMP (ALUMINIZED)	20	LF	\$ 48 ⁰⁰	\$ 960 ⁰⁰
6'Wx3'H PRECAST RCBC WITH MITERED ENDS & TOEWALLS	42	LF	\$ 356 ⁰⁰	\$ 14,952 ⁰⁰
4'x3' TYPE M INLET	1	EA	\$ 3,380 ⁰⁰	\$ 3,380 ⁰⁰
4'x5.5' TYPE M3 INLET	1	EA	\$ 3,880 ⁰⁰	\$ 3,880 ⁰⁰
8" THICK CONCRETE STREET PATCH	165	SY	\$ 49 ⁰⁰	\$ 8,085 ⁰⁰
TYPE 3 ROCK BLANKET W/FILTER FABRIC (1.5' THICK)	30	SY	\$ 28 ⁰⁰	\$ 840 ⁰⁰
TOTAL BID				44,331⁰⁰

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
Sept. 11, 2012	#1

COMPANY NAME: WEFCO Inc.

ADDRESS: 17355 Hwy 41

CITY, STATE, ZIP Boonville mo 65233

PHONE NUMBER: 660-882-6211

AUTHORIZED REPRESENTATIVE: Randy Widel

TITLE: Vice President

SIGNATURE: Randy Widel

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Work Authorization Certification,
4. Statement of Bidder's Qualifications,
5. Anti-Collusion Statement,
6. Signature and Identity of Bidder,
7. Bidder's Acknowledgment,
8. Debarment Form (If required).

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Trails West Subdivision Drainage Improvement

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: WEECO Inc.
By: Randy Widel (Signature)
Randy Widel (Print or Type Name)
Title: Vice President
Address: 17355 Hwy 41
City, State, Zip: Boonville mo 65233
Phone: 660-882-6211
Fax: 660-882-8166
Date: Sept. 27, 2012

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

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

County of Cooper)
State of Missouri)ss
)

My name is Randy Widel

I am an authorized agent of WEFCO Inc. (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.

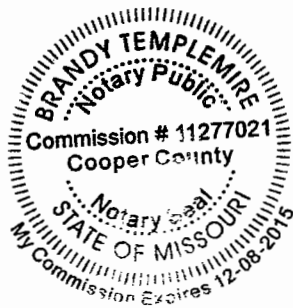
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Randy Widel 9-27-12
Affiant Date

Randy Widel
Printed Name

Subscribed and sworn to before me this 27 day of Sept., 2012.

Brandy Templemire
Notary Public



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

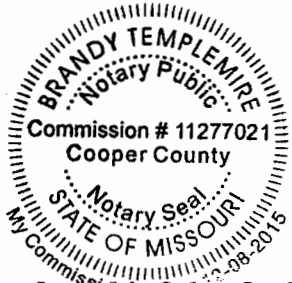
County of Cooper)
State of Missouri)ss

My name is Randy Widel I am an authorized agent of WEFCO Inc.
(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 to this affidavit.**

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.

Randy Widel 10-9-12
Affiant Date
Randy Widel
Printed Name

Subscribed and sworn to before me this 9 day of Oct., 2012.



Brandy Templeire
Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

Company ID Number: 607063

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer WEECO, Inc.	
Randy Widel	
Name (Please Type or Print)	Title
Electronically Signed	10/09/2012
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	WEECO, Inc.
Company Facility Address:	17355 Hwy 41
	Boonville, MO 65233
Company Alternate Address:	17355 hwy 41
	Boonville, MO 65233
County or Parish:	COOPER
Employer Identification Number:	202411590

Company ID Number: 607063

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Randy R Widel	Fax Number:	(660) 882 - 8166
Telephone Number:	(660) 882 - 6211		
E-mail Address:	rwidel@iland.net		

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: WEECO INC.
2. Business Address: 17355 Hwy 41
Boonville mo 65233
3. When Organized: 2005
4. When Incorporated: 2005
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:
7 years
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: Boonville Stormwater \$250,000, Henry County #3 119,000, Carrollton Sludge 150,000, Modot Rest area 180,000
12. List of projects currently in progress: City of California Stormwater Improvements.

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Cooper

Randy Widel, being first duly sworn, deposes and says that he is Vice President
(Title of Person Signing)

of WEECO Inc.
(Name of Bidder)

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

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

By Randy Widel
By _____
By _____

Sworn to before me this 27 day of Sept., 20 12

Brandy Templemire
Notary Public

My Commission Expires Dec. 8, 2015



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated _____, 20 ____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

WEECO Inc.
 (If a corporation - show its name above)

17355 Hwy 41 Boonville mo 65233

ATTEST:

Randy Wild
 (Secretary)

Vice President / Secretary
 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Cooper

On this 27 day of Sept., 20 12

before me appeared Brandy Widel to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

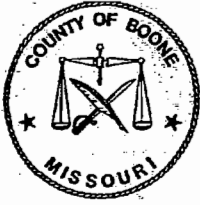
(if a corporation) that he is the Vice President
President or other agent

of WEFCO Inc.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at 10:45 am the day and year first above written.

(SEAL) Brandy J. Jempler Notary Public

My Commission expires Dec. 8, 20 15



BOONE COUNTY, MISSOURI
Request for Bid #: 49-20SEPT12 – TRAILS WEST SUBDIVISION DRAINAGE
IMPROVEMENTS

ADDENDUM #1 - Issued Sept. 11, 2012

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

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

1. Specifications – Notice to Bidders, Bid Questions Deadline:

The bid questions deadline shall be revised to be 3:00 p.m. on Monday, September 24, 2012 not September 17, 2012.

2. Specifications – Notice to Bidders, Bids Accepted Until:

The bids accepted deadline shall be revised to be 1:15 p.m. on Thursday, September 27, 2012 not September 20, 2012.

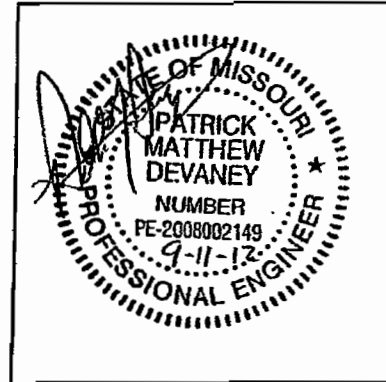
3. Specifications – Notice to Bidders, Bids Opened After:

The bids opened date shall be revised to be 1:30 p.m. on Thursday, September 27, 2012 not September 20, 2012.

By: Amy Robbins
Amy Robbins, Senior Buyer
Boone County Purchasing

Approved: Patrick M. DeVaney
Professional Engineer
MO Lic. # PE-2008002149

A Civil Group
MO Engineering Corp. # 2001006116
3401 Broadway Business Park Ct.
Suite 105
Columbia, Missouri 65203
Phone: 573-817-5750
Fax: 573-817-1677



OFFEROR has examined copy of Addendum #1 to Request for Bid # 49-20SEPT12 – Trails West Subdivision Drainage Improvements, receipt of which is hereby acknowledged:

Company Name: WEECO INC.

Address: 17355 Hwy 41
Boonville mo 65233

Phone Number: 660-882-6211 Fax Number: 660-882-8166

Authorized Representative Signature: Bandy Widel Date: 9-27-12

Authorized Representative Printed Name: Bandy Widel

 **AIA** Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Weeco, Inc.
17355 Highway 41
Boonville, MO 65233

SURETY:
(Name, legal status and principal place of business)

Evergreen National Indemnity company
6140 Parkland Blvd., Suite 300
Mayfield Heights, OH 44124

This document has important legal consequences. Consultation with and attorney is encouraged with respect to its completion or modification.

Any Singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Boone County, MO
Boone County Purchasing Office, 613 East Ash Street, Rm. 109
Columbia, MO 65201

BOND AMOUNT: \$7,500.00

PROJECT: Trails West Subdivision Drainage Improvements

(Name, location or address, and Project number, if any) Boone County, MO

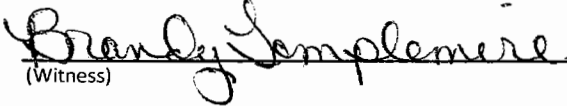
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effects. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

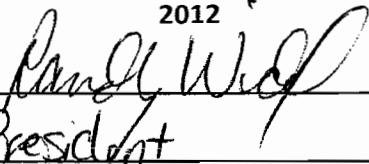
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond Shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

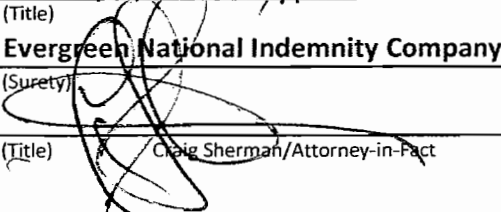
Signed and sealed this **20th** day of

September 2012


(Witness)

Weeco, Inc.
(Principal) 
Vice President
(Title)


(witness) Karen Genoff

Evergreen National Indemnity Company
(Surety) 
(Title) Craig Sherman/Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 600081

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

** Craig Sherman, Ted Sherman **

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizance's and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

- "RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as, Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
- FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr., President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation. and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Mayfield Hts., Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 20th day of September 2012.



Wan C. Collier
Wan C. Collier, Secretary

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

TRAILS WEST SUBDIVISION DRAINAGE IMPROVEMENTS

Project Number:

N/A

Bid Number:

49-20SEPT12

Scope of Project Construction:

Removal and replacement of existing storm pipes and inlets, 42 linear feet of a precast, 6' high by 3' wide reinforced concrete box culvert, concrete street patches and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **Tuesday, September 11, 2012 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Monday, September 17, 2012. Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. on Thursday, September 20, 2012** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on Thursday, September 20, 2012** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

15 Working Days

Liquidated Damages:

\$500.00 per Working Day

Anticipated Notice To Proceed Date:

On or about October 22, 2012. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$30.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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 the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

BID FORM
TRAILS WEST SUBDIVISION DRAINAGE IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL - LOCAL	1	LS	\$	\$
EROSION CONTROL	1	LS	\$	\$
RESTORATION (TOPSOIL, SEED, FERTILIZE & TYPE 3 MULCH)	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
18" CMP (ALUMINIZED)	27	LF	\$	\$
24" CMP (ALUMINIZED)	20	LF	\$	\$
6'Wx3'H PRECAST RCBC WITH MITERED ENDS & TOEWALLS	42	LF	\$	\$
4'x3' TYPE M INLET	1	EA	\$	\$
4'x5.5' TYPE M3 INLET	1	EA	\$	\$
8" THICK CONCRETE STREET PATCH	165	SY	\$	\$
TYPE 3 ROCK BLANKET W/FILTER FABRIC (1.5' THICK)	30	SY	\$	\$
TOTAL BID				

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Work Authorization Certification,
4. Statement of Bidder's Qualifications,
5. Anti-Collusion Statement,
6. Signature and Identity of Bidder,
7. Bidder's Acknowledgment,
8. Debarment Form (If required).

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and
says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual partnership joint venture
 corporation, incorporated under laws of the state of _____

Dated _____, 20 ____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such 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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's 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.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL 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; and both on and off the site of work.

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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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.

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. 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, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and 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 insure 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 the 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 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.

WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Maintenance Requirements

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control. During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Project Name: _____

Project No.: _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Work Authorization Certification,
6. Statement of Bidder's Qualifications,
7. Anti-Collusion Statement,
8. Signature and Identity of Bidder,
9. Bidder's Acknowledgment,
10. Insurance Requirements,
11. Contract Conditions,
12. Contract Agreement,
13. Performance Bond,
14. Labor and Material Payment Bond,
15. Affidavit-OSHA Requirements,
16. Affidavit-Prevailing Wage,
17. General Specifications,
18. Technical Specifications,
19. Special Provisions,
20. State Prevailing Wage Rates,
21. Boone County Standard Terms and Conditions
22. Notice to Proceed,
23. Boone County Roadway Regulations Chapter II,
24. MoDOT Standard Specifications, and
25. Plans.

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the Contract.

The work shall be done to complete satisfaction of the Owner, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\$ _____
as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
at Columbia, Missouri.

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By:

Authorized Representative (Signature)

ATTEST:

By:

Authorized Representative (Print or Type Name)

Title:

Secretary

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____, 20____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

_____ a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

_____ Dollars,

(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20 _____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: _____ Phone Number: _____

Address: _____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Engineer: Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

9.13.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.

f. All checking by the County will be made in red pencil and initialed by the checker.

g. Final payroll will be marked "Final" or "Last Payroll".

h. A record of all payrolls will be maintained by the County.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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.

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 1. The Contractor shall coordinate all activities on the project;
 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed, The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type I Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 1. The County agrees the entire work is complete.
 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 1. The County agrees the entire work is complete.
 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
1. If the County agrees the entire work is complete, Contract Time will stop.
 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. *All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.*
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details.**
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M and Type M3 Inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors and Type M3 Inlet as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

Except:

- 1. ***Aluminized corrugated metal pipes are allowed.***
 - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
 - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210 of the Boone County Roadway Regulations Chapter II.**
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.
- B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.
- C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02741 – PAVING FABRIC

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m ² (oz/yd ²)	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m ² (gal/yd ²)	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
 - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
 - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
 - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
 - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
 - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
 - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m².
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.

- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate "tack" from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
 2. All Transverse overlaps should be "shingled" in the direction of the paving train.
- L. Protection
1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
 2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
 3. Storage – The paving mat should be stored indoors prior to use.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230 of the Boone County Roadway Regulations Chapter II.**
- B. Reinforcing steel shall conform to **Section 238 of the Boone County Roadway Regulations Chapter II.**
- C. Joint materials shall conform to **Section 231 of the Boone County Roadway Regulations Chapter II.**

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SPECIAL PROVISIONS

1. LIQUIDATED DAMAGES: MODOT Standard Specification Section 108.8.1.2.a preventing charges for liquidated damages from December 15 to March 15, both dates inclusive, does not apply to this project.
2. SWPPP Compliance is not required for this Project. However, the Contractor is responsible for all erosion control in all disturbed areas.
3. There is no bid item for construction staking on the Bid Form. All costs for construction staking shall be incidental to the Project.
4. RESTORATION: The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project. The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area.
5. All labor and materials necessary to construct the compacted earth fill area in Work Area B shall be incidental to the Restoration bid item.
6. All labor and materials necessary to remove and restore the rock landscape border at 8503 W. Trails West Drive in Work Area B shall be incidental to the Restoration bid item.
7. All labor and materials necessary to construct the compacted 1 ½" minus aggregate backfill in Work Area C shall be incidental to the Removals bid item.
8. The Contractor is required to submit shop drawings and design calculations signed and sealed by a Professional Engineer licensed in the State of Missouri for the proposed precast reinforced concrete box culvert. All associated costs shall be incidental to the 6'Hx3'W Precast Reinforced Concrete Box Culvert bid item.

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2012

Last Date Objections May Be Filed: April 9, 2012

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$25.80
Bricklayer and Stone Mason			\$28.20	59	7	\$14.33
Carpenter			\$24.09	60	15	\$12.40
Cement Mason			\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)			\$36.36	43	45	\$5.00 + 44.5%
Lineman Operator			\$31.39	43	45	\$5.00 + 44.5%
Groundman			\$24.27	43	45	\$5.00 + 44.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I			\$25.81	86	66	\$21.43
Group II			\$25.81	86	66	\$21.43
Group III			\$24.56	86	66	\$21.43
Group III-A			\$25.81	86	66	\$21.43
Group IV			\$23.58	86	66	\$21.43
Group V			\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.25	91	69	\$23.16
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright			\$25.09	60	15	\$12.35
Ironworker			\$27.51	11	8	\$19.84
Painter			\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.25	91	69	\$23.18
Pile Driver			\$25.09	60	15	\$12.35
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker			\$29.25	40	23	\$13.85
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

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NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

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HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$12.35
Millwright		\$29.52	7	16	\$12.35
Pile Driver		\$29.52	7	16	\$12.35
Electrician (Outside-Line Construction/Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$16.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I		\$24.89	21	5	\$21.33
Group II		\$24.54	21	5	\$21.33
Group III		\$24.34	21	5	\$21.33
Group IV		\$20.69	21	5	\$21.33
Oilier-Driver		\$20.69	21	5	\$21.33
Laborer					
General Laborer		\$25.16	2	4	\$10.92
Skilled Laborer		\$25.76	2	4	\$10.92
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction/Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**REPLACEMENT PAGE
BOONE COUNTY
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NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

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BOONE COUNTY
HOLIDAY SCHEDULE—HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

Search Results

Current Search Terms: Weeco * inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.255.20120930-1955

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/12

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 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 Naught-Naught/Columbia 3928 S. Providence Rd Columbia, MO 65203 Eric Kaup	573-874-3102 866-779-8102	CONTACT NAME: PHONE (A/C, No. Extn): FAX (A/C, No.): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>236220</td> </tr> <tr> <td>INSURER B: Accident Fund Ins Co of Americ</td> <td>10166</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: Cincinnati Insurance Company	236220	INSURER B: Accident Fund Ins Co of Americ	10166	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED WEECO, Inc. Randy Widei 17355 Hwy 41 Boonville, MO 65233															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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(SUBR) INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. VECT <input type="checkbox"/> LOC		EPP 0093461	07/25/12	07/25/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA 0093461	07/25/12	07/25/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP 0093461	07/25/12	07/25/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCV6076055	07/25/12	07/25/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Trails West Subdivision Drainage Improvements, Boone County, Missouri
Boone County Missouri is named as additional insured with respects to General Liability coverages. 30 day cancellation notice is endorsed according to policy terms and conditions

CERTIFICATE HOLDER BOONE-8 Boone County County Government Center 801 E Walnut Rm #245 Columbia, MO 65201	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
---	--

Bond No. 600107

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Weeco, Inc.

17355 Highway 41, Boonville, MO 65233
as Principal, hereinafter called Contractor, and Evergreen National Indemnity Company
6140 Parkland Blvd. Suite 300, Mayfield Heights, OH 44124

a Corporation, organized under the laws of the State of Ohio
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of Forty Four Thousand Three Hundred Thirty One Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a
Contract with Owner for:

BID NUMBER 49-20SEP12
Trails West Subdivision Drainage Improvements
BOONE COUNTY, MISSOURI

in accordance with the specifications and/or prepared by the County of Boone, which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract
and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,
arrange for a Contract between such bidder and Owner, and make available as work progresses
(even though there should be a default of a succession of defaults under the Contract or Contracts
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less
the balance of the Contract price, but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by

Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Chicago, IL, on this 12th day of October, 20 12.

Wecco, Inc.

Randy Wilder
(Contractor)

(SEAL)

BY: _____

Evergreen National Indemnity Company

(Surety Company)

(SEAL)

BY: _____

Craig Sherman
Craig Sherman

(Attorney-In-Fact)

BY: N/A

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Craig Sherman
Phone Number: 888-488-2663
Address: 6160 North Cicero Ave Suite 610
Chicago, IL 60646

Bond No. 600107

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Wecoo, Inc.
17355 Highway 41, Boonville, MO 65233

as Principal, hereinafter called Contractor, and Evergreen National Indemnity Company
6140 Parkland Blvd. Suite 300, Mayfield Heights, OH 44124

a corporation organized under the laws of the State of Ohio,

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of Forty Four Thousand Three Hundred Thirty One DOLLARS

(\$ 44,331.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for

**BID NUMBER 49-20SEP12
Trails West Subdivision Drainage Improvements
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Chicago, IL on this 12th day of October 2012.



CONTRACTOR WEECO, INC. (SEAL)

BY: Randy Widel

SURETY COMPANY Evergreen National Indemnity Company

BY: Craig Sherman (Attorney-In-Fact)

BY: N/A

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number).

EVERGREEN NATIONAL INDEMNITY COMPANY

**MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY**

**Bond No.
600107**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Ted Sherman, Craig Sherman

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Charles D. Hamm Jr.*

Charles D. Hamm Jr, President

By: *David A. Canzone*

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

Penny M. Burns

Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 12th day of October 2012



Wan C. Collier

Wan C. Collier, Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

October

20

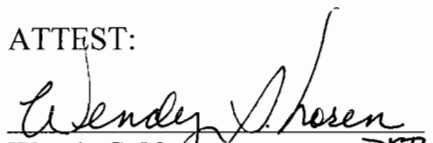
12

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of Boone County Facilities by The Courthouse to Capitol Ultramarathon on Saturday, October 20, 2012.

Done this 18th day of October, 2012.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I, Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: Restrooms only - Charitable Event 6AM-7AM

Date(s) of Use: 20 Oct 2012

Time of Use: From: 600 AM AM PM thru 700 AM PM

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

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

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

Name of Organization/Person: Courthouse To Capitol Ultramarathon

Organization Representative/Title: DARRIN YOUNG, Race Director

Address: 3909 GORHAM OAK DRIVE Columbia MO 65203

Phone Number: 573-999-3838 Date of Application: 16 Oct 2012

Email Address: nyng2002@yahoo.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:
Wendy J. Hesen
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 10.18.12

514/-2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

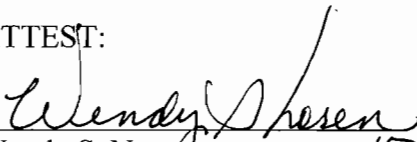
In the County Commission of said county, on the 18th day of October 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of Boone County Facilities by Missouri National Organization for Women Sunday, November 11, 2012.

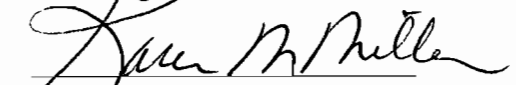
Done this 18th day of October, 2012.

ATTEST:


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


Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner



Skip Elkin

District II Commissioner

STATE OF MISSOURI

} ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

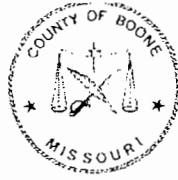
Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

|||



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: Meeting/discussion
Date(s) of Use: Sunday Nov. 11, 2012 (11/11/12)
Time of Use: From: 11:00 AM PM thru 7:00 AM PM

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

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

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

Name of Organization/Person: Missouri NOW (National Org. for Women)
Organization Representative/Title: Diane Meek, Chapter Representative (Columbia)
Address: 2401 W. Broadway Apt. 1120 Columbia MO 65203
Phone Number: 573-445-7144 Date of Application: 10/15/12
Email Address: columbiamonow@yahoo.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy Shoren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 10-18-12

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

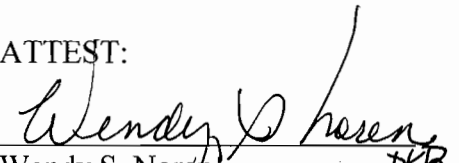
In the County Commission of said county, on the 18th day of October 20 12


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

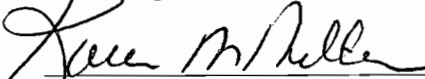
Now on this day the County Commission of the County of Boone does hereby accept the attached Resolution for the Official Destination Marketing Organization (DMO) for the Division of Tourism's Cooperative Marketing Program. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

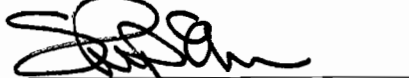
Done this 18th day of October, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

||

Resolution

For the Official Destination Marketing Organization (DMO) for the Division of Tourism's Cooperative Marketing Program

WHEREAS, Convention & Visitors Bureau, a legitimate department, agency, or representative of Boone County, is engaged primarily in the marketing and promotion of tourism; and

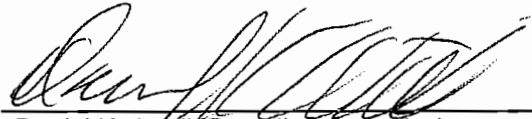
WHEREAS, this organization has shown and demonstrated evidence of its on-going tourism marketing activities and plans for promotion of Boone County; and

WHEREAS, this organization requires formal acknowledgement and recognition by the governing body of the county to become a qualified participant in the Cooperative marketing Program administered by the Missouri Division of Tourism:

NOW, THEREFORE, BE IT RESOLVED that the Convention & Visitors Bureau is hereby designated and recognized as the single representative organization to solicit and service tourism in Boone County for participation in the Missouri Division of Tourism's Cooperative Marketing Program.

IN TESTIMONY WHEREOF, I have hereunto set our hands in

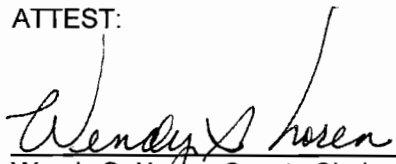
Boone County, this 18th day of Oct 2012.


Daniel K. Atwill, Presiding Commissioner


Karen M. Miller, District I Commissioner


Skip Elkin, District II Commissioner

ATTEST:


Wendy S. Nofen, County Clerk *DKB*

