

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve Purchasing's request to utilize Sole Source Vendor CenturyLink for Sole Source Purchase 109-123112SS – Centrex Phone System. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

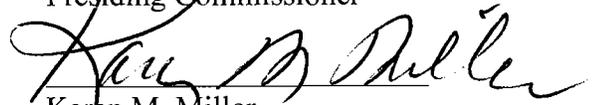
Done this 26<sup>th</sup> day of July, 2012.

ATTEST:

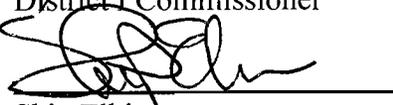
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 26, 2012  
RE: Sole Source Purchase – 109-123112SS – Centrex Phone System

Attached is a Sole Source Request Form for approval to continue to use the Centrex Phone System provided through CenturyLink. In the past we have paid this without bidding as a utility and Purchasing is now requesting this be approved as a Sole Source purchase.

Each Centrex line is \$8.80 per line and we have 460 lines for a total of \$4,048 per month. Voice mail is \$5.25 each and we have 204 voice mails for a total of \$1,071 per month. Grand total per month is \$5,119 with an annual total of \$61,428.

The intent to purchase as sole source was advertised in the Missourian and Tribune on July 12, 2012.

ATT Sole Source Request

cc: Sole Source File

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	Purchasing
	Melinda Bobbitt
<b>Person Requesting</b>	
<b>Date Requested</b>	7/9/12
	886-4391
<b>Contact Phone Number</b>	

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 7/9/12  
Signature Date

SOLE SOURCE NUMBER: 109-123112SS  
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] 7/26/2012  
Signature Date

Expiration Date: 20 through On-Going 20 One Time Purchase (check)

<b>Vendor Name</b>	CenturyLink
<b>Vendor Address</b>	625 Cherry Street, Columbia, MO 65201
<b>Vendor Phone and Fax</b>	Phone: 873-886-3311 Fax: 573-442-0221
<b>Product Description</b>	Centrex Phone System
<b>Estimated Cost</b>	Existing. \$8.80/line + \$5.50/voice mail
<b>Department/Account Number(s) Invoices Will Be Paid</b>	Multiple - all offices (except Sheriff & Public Works)

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

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2. Briefly describe the commodity/material you are requesting and its function.  
Centrex phone system which is already in place at the County.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
**Centrex phone system not offered by other vendors. Other vendors have different operating systems.**
4. What research has been done to verify this vendor as the only known source?  
**Confirmed with Aron Gish, IT Director and CJ Dykehouse, County legal**
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.  
**Must be compatible with existing phone system.**
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).  
**Original equipment has been paid in the past as a utility and did not require bidding.**
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)  
Please provide document numbers.  
**Utility**
10. What are the consequences of not securing this specific commodity/material?  
**.We would have to replace our entire system with a different solution.**
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?  
**On-going until the County decides to replace the existing Centrex system**

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



601 E. Walnut-Rm 209  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

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**To:** Susan Richison (884-0003)  
twitchells@missouri.edu

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** July 9, 2012

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

### **Centrex Phone System provided by CenturyLink of Columbia, MO**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, July 24, 2012**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Wednesday, July 11, 2012  
COLUMBIA MISSOURIAN

Page : 1 of 1 07/09/2012 16:09:17

Order Number : 30980637  
PO Number :  
Customer : L8864390 Boone Co. Purchasing  
Contact :  
Address1 : 613 East Ash  
Address2 :  
City St Zip : Columbia MO 65201  
Phone : (573) 886-4392  
Fax : (573) 886-4390  
Credit Card :  
Printed By : Richison, Susan  
Entered By : Richison, Susan  
Keywords : Centrex Phone System provided by CenturyLink of Co  
Notes :  
Zones :

Ad Number : 30991235  
Ad Key : 30980637  
Salesperson : 67 - Legal Acct  
Publication : Columbia Missourian  
Section : Classified Section  
Sub Section : Classified Section  
Category : Legal Notices 1300  
Dates Run : 07/11/2012-07/11/2012  
Days : 1  
Size : 1 x 2.60, 26 lines  
Words : 127  
Ad Rate : Open  
Ad Price : 16.90  
Amount Paid : 0.00  
Amount Due : 16.90

NOTICE OF INTENT TO MAKE SINGLE  
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Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing  
Insertion date: Wednesday, July 11, 2012

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



601 E. Walnut-Rm 209  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

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**To:** Ruby Wheeler  
rwheeler@tribmail.com

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** July 9, 2012

**The following is a sole source purchase advertisement. Please call if you have any questions.**

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Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Wednesday, July 11, 2012  
COLUMBIA TRIBUNE

**Melinda Bobbitt - Ad proof & cost**

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**From:** "Meyer, Jason" <jemeyer@columbiatribune.com>  
**To:** <mbobbitt@boonecountymmo.org>  
**Date:** 7/10/2012 9:50 AM  
**Subject:** Ad proof & cost  
**Attachments:** 1429165.pdf

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Melinda, here is the proof on this one. Cost as is for the one day will be \$30.26. Let me know.

Jason Meyer  
Lead Sales Representative  
Columbia Daily Tribune  
[jemeyer@columbiatribune.com](mailto:jemeyer@columbiatribune.com)  
573-815-1852 (direct line)  
573-815-1851 (fax)

**Have you tried it yet?**  
**The new Tribune Web App is now online!**  
**Designed for iPad and your desktop.**  
**Watch the video [here](#).**

**NOTICE OF INTENT TO  
MAKE SINGLE FEASIBLE  
SOURCE PURCHASE**

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mbobbit@boonecountymo.org

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

**INSERTION DATE:** July 12, 2012

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 35-29JUN12 – Gutters and Downspouts to Watkins Roofing, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of July 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, Director of Purchasing  
DATE: July 24, 2012  
RE: 35-29JUN12 – Gutters and Downspouts

The Bid for Gutters and Downspouts opened on June 29, 2012. Three bids were received. Recommendation for award is Watkins Roofing, Inc. of Columbia, Missouri for offering the lowest and best bid for Boone County.

Contract is for \$16,260.00 and will be paid from department 6100 – Facilities & Grounds Maintenance, account 60100 – Building Repairs/Maintenance. \$19,053 remains in the account at this time.

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities  
Bid File

## 35-29JUN12 - Gutters and Downspouts Replacement

<b>BID TABULATION</b>		<b>Missouri Builders Service, Inc</b>	<b>Natsch &amp; Company, Inc.</b>	<b>Watkins Roofing</b>
<b>Description</b>	<b>Quantity</b>	<b>Total (Incudes full quantity)</b>	<b>Total (Incudes full quantity)</b>	<b>Total (Incudes full quantity)</b>
<b>All Materials Required To Replace The Gutter and Downspout Systems As Identified At The Boone County Reality House</b>	1	<b>\$3,212.00</b>	<b>\$3,155.00</b>	<b>\$5,420.00</b>
<b>All Labor Required To Replace the Gutter and Downspout Systems As Identified At The Boone County Reality Hosue</b>	1	<b>\$16,017.00</b>	<b>\$16,418.00</b>	<b>\$9,340.00</b>
<b>One Time Mobilization Fee</b>	1	<b>\$2,000.00</b>	<b>\$378.00</b>	<b>\$1,500.00</b>
<b>Bid Total</b>		<b>\$21,229.00</b>	<b>\$19,951.00</b>	<b>\$16,260.00</b>

**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 **Watkins Roofing, 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:**  
**35-29JUN12 - Gutters and Downspouts Replacement**  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid for \$16,260.00.

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.

- Introduction and General Conditions of Bidding
- Primary Specifications
- Bid Form
- Work Authorization Certification
- Exhibit A – Prior Experience
- Prevailing Annual Wage Order Number 18
- Boone County Standard Terms and Conditions
- Affidavit – OSHA Requirements
- Affidavit – Prevailing Wage

It is understood and agreed that, except as may be otherwise provided for by the bid specifications, the work shall be done in accordance with all applicable Missouri laws and regulations.

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 Public Works 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 Owner agrees to pay the Contractor in the amount:

**Sixteen Thousand Two Hundred Sixty Dollars and Zero Cents (\$16,260.00)**

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  
7/26/2012 at Columbia, Missouri.  
(Date)

CONTRACTOR:  
WATKINS ROOFING, INC.

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]  
Authorized Representative Signature

By: [Signature]  
Daniel K. Atwill, Presiding Commissioner

By: Dan Watkins  
Authorized Representative Printed Name  
Title: President

Approved as to Legal Form:

ATTEST:

[Signature]  
CJ Dykhouse  
Boone County Counselor

[Signature]  
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] 7/18/12 6100 / 60100 - \$16,260.00  
Signature Date Appropriation Account



**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

## BID FORM

Description	Quantity	Total (includes full quantity)
All Materials Required To Replace The Gutter and Downspout Systems As Identified At The Boone County Reality House	1	\$ 5,420.00
All Labor Required To Replace the Gutter and Downspout Systems As Identified At The Boone County Reality Hosue	1	\$ 9,340.00
One Time Mobilization Fee	1	\$ 1,500.00
<b>Bid Total</b>		<b>\$ 16,260.00</b>

**4.12. LIST ALL SUB-CONTRACTORS PLANNED TO BE UTILIZED ON THIS PROJECT:**

None

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**4.13. Delivery and Installation after Receipt of Order:** July 25, 2012

**4.14. Identification of Bidders:** How were you notified or heard about this bid/proposal?

- Newspaper Advertisement
- Boone County Electronic Bid Notification
- Other, please list: \_\_\_\_\_

**4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.**

4.1. Company Name:

Watkins Roofing, Inc.

4.2. Address:

4401 I-70 Drive SE

4.3. City/Zip:

Columbia, MO 65201

4.4. Phone Number:

573-449-2951

4.5. Fax Number:

573-874-0201

E: Mail Address: watkinsroofing@socket.net

4.6. Federal Tax ID:

43-1003848

4.6.1.  Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name \_\_\_\_\_

Other (Specify) \_\_\_\_\_

4.7. BID RESPONSE – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

4.10. Bidder should provide at least three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

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

Authorized Representative (Sign By Hand):

  
\_\_\_\_\_

Type or Print Signed Name:

Dan Watkins , President

Today's Date:

6-28-2012

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Columbia Public Schools - Administration Building  
Company Name: GBH Builders, Jefferson City, MO 65102  
Address: PO Box 945, Jefferson City, MO 65102

Contact Name: Jake Hunget  
Telephone Number: 573-893-3633

Date of Contract: 06/27/2011  
Length of Contract: Completion Date 07/01/2012

**Description of Prior Services (include dates):**

New Construction, Standing Seam Metal Roof and Metal Gutters  
TPO Roof

**2. Prior Services Performed for:**

Southern Boone County Middle School  
Company Name: Southern Boone County R-1 Schools  
Address: 303 N Main Street, Ashland, MO

Contact Name: Joe  
Telephone Number: 573-356-6380

Date of Contract: May 29th, 2012  
Length of Contract: Completion Date: June 22nd, 2012

**Description of Prior Services (include dates):**

Gutter Repair - Install new gutters, fascia and downspouts

**3. Prior Services Performed for:**

Windsor Post Office  
Company Name: JE Novack Construction Company  
Address: 1144 Olivette Executive Parkway, Suite 100, St. Louis, MO 63132

Contact Name: John Carey  
Telephone Number: 314-567-6100

Date of Contract: Aug. 12th, 2010  
Length of Contract: Completion Date: 01/12/2011

**Description of Prior Services (include dates):**

Roof Replacement, with Clay Roof Tiles, EPDM Roofing and Sheet Metal  
Flashing and Trim, including flashing, counter flashing, gutters and  
downspouts



Company ID Number: 212944

**Approved by:**

**Employer Watkins Roofing, Inc.**

**Judy Dwyer**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/13/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/13/2009

Date

Company ID Number: 212944

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## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Watkins Roofing, Inc

Company Facility Address: 4401 I-70 Drive S.E.  
Columbia, MO 65201

Company Alternate Address:

County or Parish: BOONE

Employer Identification Number: 431003848

North American Industry Classification Systems Code: 238

Parent Company: Watkins Roofing, Inc

Number of Employees: 20 to 99

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:**

- MISSOURI 1 site(s)



**Request for Bid (RFB)**

**Tyson Boldan, Buyer**  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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**Bid Data**

Bid Number: **35-29JUN12**  
Commodity Title: **Gutters and Downspouts Replacement**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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**Site Visits Will Be Scheduled Upon Request**

Day / Date: **MONDAY - June 25, 2012**  
Time: **10:30 A.M.**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Conference Room  
Columbia, MO 65201**  
Contact: **Tyson Boldan**  
Phone: **(573) 886-4392**  
Email: **[tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)**

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**Bid Submission Address and Deadline – Bid Closing**

Day / Date: **FRIDAY - June 29, 2012**  
Time: **1:30 P.M.**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: **The Annex Building is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

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**Bid Opening**

Day / Date: **FRIDAY - June 29, 2012**  
Time: **1:30 P.M.**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
613 E. Ash, Room 109  
Columbia, MO 65201**

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**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
  - Exhibit A**
  - Work Authorization Certification**
  - Certification of Individual Bidder**
  - Individual Bidder Affidavit**
  - Debarment Form**
  - Affidavit—OSHA Requirements**
  - Prevailing Wage Order #18**
  - Standard Terms and Conditions**
  - “No Bid” Response Form**

1. **Introduction and General Conditions of Bidding**

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

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

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

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

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

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

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

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

**Supplier** - All business(s) entities which may provide the subject goods and/or services.

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

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

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

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

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

1.4. **Award** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. **The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to award only some items or groups of items on this bid. All Sub Contractors must be approved before beginning work on this project.**

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

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

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



- 2.7. **PREVAILING WAGE - PREVAILING WAGE RATES - THE CONTRACT SHALL BE SUBJECT TO THE PREVAILING WAGE LAW OF MISSOURI**  
 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 current prevailing wage order #18 is to be used.** 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. The current prevailing wage is available on our website at [www.showmeboone.com/purchasing](http://www.showmeboone.com/purchasing).
- 2.8. **DESIGNEE** – Boone County Facilities Maintenance, Bob Davidson, Manager, 613 E. Ash Street, Room 106, Columbia, Missouri 65201. Phone: (573) 886-4400.
- 2.8.1. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Tyson Boldan, Buyer. 613 E. Ash Street, Room 109, Columbia, MO 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 E-mail: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.org).
- 2.8.2. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received. The contractor must submit an invoice and charges must only include prices listed in the contractor's bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay a correct Monthly Statement within 30 days of receipt of a valid statement. Invoices/Monthly Statements should be submitted to Boone County Facility Maintenance at the above address referenced DESIGNEE.
- 2.9. **INSURANCE REQUIREMENTS**
- 2.9.1. **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.
- 2.9.2. **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.
- 2.9.3: **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.

- 2.9.4. **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.

- 2.9.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificates of Insurance that 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.
- 2.9.6. **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.
- 2.9.7. **SALES/USE TAX EXEMPTION** - 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 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.
- 2.10. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.11. **OSHA**
- 2.12.1. Each Contractor and Subcontractor may if applicable be asked to 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**.
- 2.12.1. **OSHA PROGRAM REQUIREMENTS**  
The Contractor is familiar with the requirements of 292.675 RSMo. If Applicable 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.
- 2.12.2. 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.
- 2.12.3. 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.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, the Contractor shall submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Contractor's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, 3 complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number, and the due date and time.
  - 3.2.2. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

E: Mail Address: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. BID RESPONSE – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

4.10. Bidder should provide at least three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

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

Authorized Representative (Sign By Hand):

\_\_\_\_\_

Type or Print Signed Name:

Today's Date:

\_\_\_\_\_

\_\_\_\_\_

## BID FORM

Description	Quantity	Total (includes full quantity)
All Materials Required To Replace The Gutter and Downspout Systems As Identified At The Boone County Reality House	1	\$
All Labor Required To Replace the Gutter and Downspout Systems As Identified At The Boone County Reality Hosue	1	\$
One Time Mobilization Fee	1	\$
<b>Bid Total</b>		<b>\$</b>

**4.12. LIST ALL SUB-CONTRACTORS PLANNED TO BE UTILIZED ON THIS PROJECT:**

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**4.13. Delivery and Installation after Receipt of Order:** \_\_\_\_\_

**4.14. Identification of Bidders:** How were you notified or heard about this bid/proposal?

- \_\_\_\_\_ Newspaper Advertisement
- \_\_\_\_\_ Boone County Electronic Bid Notification
- \_\_\_\_\_ Other, please list: \_\_\_\_\_

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**



## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri            )  
  )SS.  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

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Date

**AFFIDAVIT 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

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

### Annual Wage Order No. 18

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 10, 2011

Last Date Objections May Be Filed: April 11, 2011

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/11		\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$25.51	86	66	\$21.43
Pipe Fitter	1/12	b	\$34.25	91	69	\$23.18
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Milwright	6/11		\$25.09	60	15	\$12.35
Iron Worker	8/11		\$27.51	11	8	\$19.84
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber	1/12	b	\$34.25	91	69	\$23.18
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer	10/11		\$28.05	12	4	\$12.99
Sheet Metal Worker	9/11		\$29.25	40	23	\$13.85
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

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.

\*\*Annual Incremental Increase



**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. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

**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.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**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 this eight (8) hours is too 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. 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.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, 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
<b>CARPENTER</b>					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
<b>OPERATING ENGINEER</b>					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oilier-Driver	6/11	\$20.69	21	5	\$21.33
<b>LABORER</b>					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
<b>TRUCK DRIVER - TEAMSTER</b>					
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

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.

**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 anytime 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.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work 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 paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. 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.

**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.

**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. 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.



**REPLACEMENT PAGE  
OUTSIDE ELECTRICIAN**

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

**COMMERCIAL WORK**

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
*Journeyman Lineman	\$36.36	\$5.00 + 44.5%
*Lineman Operator	\$31.39	\$5.00 + 44.5%
*Groundman	\$24.27	\$5.00 + 44.5%

**OVERTIME RATE:** 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.

**HOLIDAY RATE:** 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.

**UTILITY WORK**

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
*Journeyman Lineman	\$36.36	\$5.00 + 42.5%
*Lineman Operator	\$31.39	\$5.00 + 42.5%
*Groundman	\$24.27	\$5.00 + 42.5%

**OVERTIME RATE:** 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 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.

**HOLIDAY RATE:** 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.

\*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 18

11/11

OUT STL AWO18 in6.doc

*Standard Terms and Conditions*

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.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

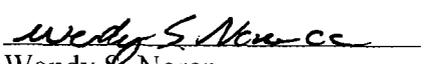
In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

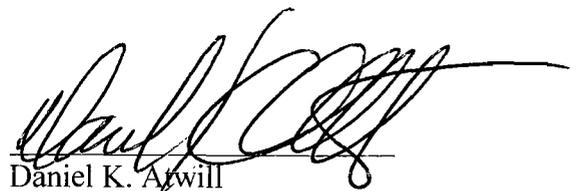
the following, among other proceedings, were had, viz:

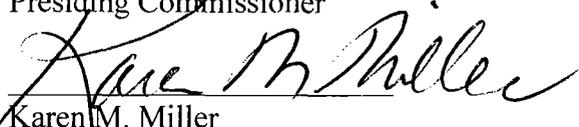
Now on this day the County Commission of the County of Boone does hereby award bid 37-03JUL12 – Single Axle Dump Truck to Columbia Freightliner. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of July 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

# Boone County Purchasing

**Melinda Bobbitt**  
Director of Purchasing



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

---

## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, Director of Purchasing  
DATE: July 12, 2012  
RE: 37-03JUL12 – Single Axle Dump Truck

Bid 37-03JUL12 – Single Axle Dump Truck opened on July 3, 2012. Eight bids were received. Public Work's recommendation for award is Columbia Freightliner of Columbia, MO for offering the best bid for Boone County. Low bid was Al Scheppers Motor Company by \$416.00, but Columbia Freightliner's delivery time is two months shorter.

Cost of truck is \$117,226.00 and will be paid from department 2040 – PW Maintenance Operations, account 91400 – Auto / Trucks. \$117,375 was budgeted for this purchase.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works  
Bid File



# Boone County Public Works

**Gregory P. Edington**  
Fleet Operations Superintendent  
Maintenance Operations Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (226)  
FAX (573) 875-1602  
EMAIL: [gregedington@boonecountymo.org](mailto:gregedington@boonecountymo.org)

---

Date: July 09, 2012

To: Melinda Bobbitt

From: Greg Edington 

Subject: Award Recommendation for 37-03JUL12 – Single Axle Dump Truck

---

The Public Works Department recommends award the above bid to Columbia Freightliner for the purchase of one (1) Single Axle Dump Truck. The vendor met or exceeded all specifications for the trucks, dump truck body, and central hydraulic/controller system. Although, Columbia Freightliner was not the lowest bid (net difference of \$416.00 from Al Scheppers Motor Co.), they had the shortest delivery time. Their delivery time was over two (2) months shorter than any other bidder. The Department desires the unit to be delivered by November of this year for use in winter weather operations.

The Department budgeted \$117,375 for the purchase in account 2040-91400. The Cost of the purchase from Columbia Freightliner/Knapheide builder option is \$117,226.

## PURCHASE AGREEMENT FOR 2012 Single Axle Dump Truck

**THIS AGREEMENT** dated the 26 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Freightliner Sales**, herein "Vendor."

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

**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 **Single Axle Dump Truck**, County of Boone Request for Bid number **37-03JUL12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **July 2, 2012** and executed by **Ralph Carter**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) 2012 Single Axle Dump Truck with Knapheide Equipment for a total cost of One Hundred Seventeen Thousand Two Hundred Twenty Six Dollars and Zero Cents (\$117,226.00).

Items/service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

3. **Delivery and Title** - Vendor agrees to deliver vehicle within 60-75 days after receipt of purchase order to Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.

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

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all correct monthly 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.

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

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

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

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

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

**COLUMBIA FREIGHTLINER SALES**

by Bob Burch  
title Vice President  
address 1660 Jade Rd.  
Columbia Mo. 65201

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature by [Signature]

7/18/12  
Date

2040 / 91400 - \$117,226.00

Appropriation Account

4. Response Form

4.1. Company Name: Columbia Freightliner

4.2. Address: 1660 Jade Rd.

4.3. City/Zip: Columbia Mo. 65201

4.4. Phone Number: 573-886-0188

4.5. E-mail Address: \_\_\_\_\_

4.6. Fax Number: 573-886-0144

4.7. Federal Tax ID: 48-0862574

- 4.7.1.  Corporation
- Partnership - Name Westfall Odell Trucks
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.8. Describe Warranty Features (include locations for service) for all components.  
WARRANTY & SERVICE PERFORMED AT Columbia Freightliner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

4.9.1. Authorized Representative (Sign By Hand): Ralph Carter Date: 7-2-2012

Print Name and Title of Authorized Representative  
Ralph Carter

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes  No

4.11. Delivery After Receipt of Order: 60-75 DAYS FOR CHASSIS

4.12. PRICING

Unit Price

Qty

Extended Price

4.12.1.	2012 Tandem Axle Dump Truck per Section 2.3.	\$ 83,301	1	\$ 83,301
4.12.2.	Dump Truck Body per Section 2.4.	\$3 seperate Quotes	1	\$
4.12.3.	Central Hydraulic/Controller System per Section 2.5.	\$3 seperate Quotes	1	\$
4.14.	Total (4.12.1+4.12.2+4.12.3.) Totals Listed Below			\$

4.13. Identification of Bidders: How were you notified or heard about this bid/RFP? \_\_\_\_\_ newspaper advertisement

Boone County Electronic Bid Notification \_\_\_\_\_ other, please list: \_\_\_\_\_

TOTAL

Columbia Freightliner

American Equip

\$119,535<sup>00</sup>

TOTAL

Columbia Freightliner

Knapheide Equip

\$117,226<sup>00</sup>

TOTAL

Columbia Freightliner

Viking-Cives

\$119,629<sup>00</sup>

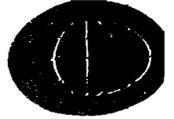
Prepared for:  
Greg Eddington  
Boone County  
613 E Ash Street Room 110  
Columbia, MO 65201  
Phone: 573-449-8515



Ralph Carter  
New & Used Truck Sales

*Certified Master Sales Professional*

Columbia Freightliner Sales  
1660 Jade Road  
Columbia Mo. 65201  
800-888-0525 • 573-886-0188  
573-886-0144 • 573-473-2633  
rcarter@columbiafreightliner.com

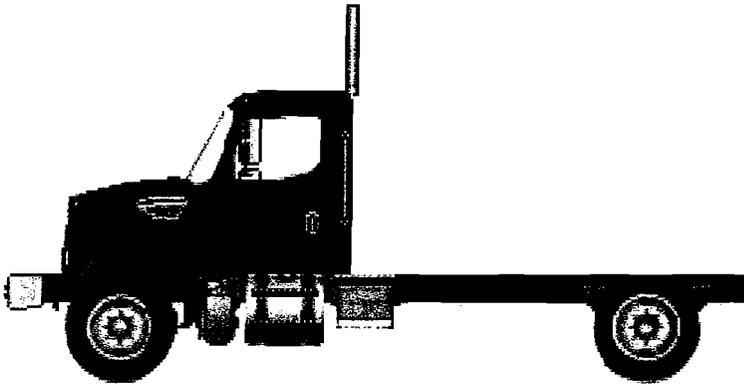


*A proposal for  
Boone County*

*Prepared by  
COLUMBIA FREIGHTLINER/STERLING  
Bob Burch*

*Jul 02, 2012*

## **Freightliner 114SD SFA**



Components shown may not reflect all spec'd options and are not to scale



Prepared for:  
 Greg Eddington  
 Boone County  
 613 E Ash Street Room 110  
 Columbia, MO 65201  
 Phone: 573-449-8515

Prepared by:  
 Bob Burch  
 COLUMBIA  
 FREIGHTLINER/STERLING  
 1660 JADE ROAD  
 COLUMBIA, MO 65201  
 Phone: (573) 8860188

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-03D	SD PRL-03D (EFF:01/25/12)		
<b>Data Version</b>			
DRL-026	SPECPRO21 DATA RELEASE VER 026		
<b>Vehicle Configuration</b>			
001-177	114SD CONVENTIONAL CHASSIS	8,010	6,640
004-213	2013 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 25000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 41000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 60000.0 lbs		



Prepared for:  
 Greg Eddington  
 Boone County  
 613 E Ash Street Room 110  
 Columbia, MO 65201  
 Phone: 573-449-8515

Prepared by:  
 Bob Burch  
 COLUMBIA  
 FREIGHTLINER/STERLING  
 1660 JADE ROAD  
 COLUMBIA, MO 65201  
 Phone: (573) 8860188

Data Code	Description	Weight Front	Weight Rear
GVWR	RATED MAXIMUM VEHICLE CAPACITY - GVWR : 40020.0 lbs		
<b>Truck Service</b>			
AA3-018	FRONT PLOW/END DUMP BODY		
<b>Tractor Service</b>			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
<b>Engine</b>			
101-2NV	CUM ISC-350 350 HP @ 2000 RPM; 2200 GOV, 1000 LB/FT @ 1400 RPM	-810	-110
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBITIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-010	2010 EPA/CARB EMISSION CERTIFICATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1C5	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-071	(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		



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Data Code	Description	Weight Front	Weight Rear
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
107-032	CUMMINS 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	45	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
233-001	BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		





## Columbia Freightliner Sales

1660 Jade Road • Columbia, MO 65201 • Tel: 573.886.0188 • Fax: 573.886.0144 • Toll Free: 800.888.0525 • columbiafreightliner.com

July 02, 2012

### Boone County Bid Deviations

- 2.3.10 2 spoke steering wheel not available quoted standard.
- 2.3.22 Engine block heater 1250-1500 watt not available with Cummins engine quoted 1000 watt.
- 2.3.28 Visual alert only for low fuel and low battery voltage. Visual and audible warning for low oil pressure and high coolant temp.

Ralph Carter  
Columbia Freightliner Sales  
1660 Jade Road  
Columbia MO 65201  
1-573-886-0188



*Our Number One Priority Is Quality  
Quality Sales, Quality Parts and Quality Service*



# American

EQUIPMENT CO.  
 3250 Harvester Road  
 Kansas City, Kansas 66115  
 (Phone) 913-342-1450 (Fax) 913-342-1377  
 sales@americanequipment.us

## QUOTATION

DATE	Quotation #
6/27/2012	062712/2JB

NAME / ADDRESS
Columbia Freightliner Sales, Inc. Route 2, Box 343 Columbia, MO 65201 ATTN: Bob Burch

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
60-90 days	Due on Rece...	JLB	KC,KS	573 886 0188	573 886 0144
QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Boone County, MO. bid 37-03JUL12 Crysteel 10 foot dump: - 44" front 7 Ga. - 30" sides 7 Ga. - 30" air-operated tailgate 3/16" AR450 - 3/16" AR450 floor - Left front rigid ladder w/ inside steps - LED light package Marathon underbody hoist - Mudflaps (Anti-sail) - Pull plate/chipper bar, pintle, D-rings - SS shovel holder - Areo electric tarp system - 24"x24"x24" steel toolbox - Led amber strobes front & rear - Install customer's plow hitch Dump to be painted Gloss black		19,069.00	19,069.00
1	300	Certified Power Central Hydraulics & Controls: - Complete package to operate Dump, Plow, Spreader including all hydraulic line with QD's.  ALL THE ABOVE INSTALLED  OPTIONS: Certified Power Electric ACS control system in-lieu of above quoted system (ADD \$ 2,045)		17,165.00	17,165.00
Quoted by John Blogin				<b>Total</b>	\$36,234.00

**This quote is valid for 30 days. Applicable taxes not included.**

## AMERICAN EQUIPMENT MARKET SPECS

- 2.3.27. **Fuel Tank:** One (1) single top draw; aluminum (non-polished), 60 U.S. gallon minimum capacity with quick connect outlet and center and bottom steps, mounted on left side under cab.
- 2.3.28. **Cab, Cowl, Body:** Paint schematic: single color **RED**, design 100 AG; paint type, base coat/clear coat, 1-2 tone. Cab conventional steel, wide-body. Cab interior trim, premium; includes thermometer and compass. Arm rest on each door. Black rubber floor covering. Grab handle: one(1) towel bar type. Anti-slip rubber for cab entry mounted left. Glass: all windows, tinted. Mirrors: two (2) heated, power adjust, rectangular, brackets breakaway type with integral convex mirror heads on both and thermostatically controlled, bright finish heads and brackets. Gauge cluster: English with electronic engine oil pressure, fuel, water temperature, speedometer and tachometer for air brake chassis and voltmeter gauge. Must include odometer display to read miles, trip miles, engine hours and trip hours to be used in conjunction with on-board automated snow and ice control system. Must include a visual and audible warning/alert system for low fuel, low oil pressure, high engine coolant temperature and low battery voltage. Seat for driver should be air suspension (National Series 2000), high-back with integral headrest, cloth, isolated with two (2) position front cushion adjustment, -3 to 19 degree seat back adjustment and air lumbar support, includes 3-point seat belt, lap and shoulder belt type. Seat for passenger should be fixed, cloth, standard (National or equal) non-suspension, high-back with integral headrest and folding back; includes 3-point seat belt. Padded dash. Air conditioner with integral heater and defroster. Cab interior and trim: deluxe application with overhead console. Cab rear suspension, air bag type. Fenders shall have flare extensions.
- 2.3.29. **Wheels:** Front: disc; 22.5" steel, 10-stud hub-piloted, flanged nut, metric mount, 9.00 DC rims with steel hubs; Powder coated white. Rear: dual disc; 22.5" steel, 10-stud hub-piloted, flanged nut, metric mount, 8.25 DC rims with steel hubs; powder coated white. Wheel seals in front and back include; oil-lubricated wheel bearings.
- 2.3.28. **Tires:** Rear: four (4), 11R22.5, load range H, 16 ply. Mud and snow type. Front: two (2), 315/80R22.5, load range L, 20 ply.
- 2.3.30. **Auxiliary Components:** All factory installed electrical wiring and connectors necessary for installation of automated plow and spreader controls.
- 2.3.31. **Mudflaps:** front, standard equipment.
- 2.3.32. **Trailer Hitch:** Truck shall have all items installed for a 90,000 lb. air chamber hitch with counter-sunk sockets for gladhands and electrical connect. **OK (AEC)**
- 2.3.33. **Warranty:** Base vehicle warranty, 24 Months/Unlimited miles. Engine extended service warranty, 5 years/200,000 miles including injectors and turbo. Transmission warranty, 5 years/unlimited miles. Frame rails, cowl and cab structure warranty against corrosion, 5 years/unlimited miles.  
**Note: Successful vendor shall be responsible for transporting truck to and from their repair facility for warranty maintenance and repair; includes all applicable service and transport fees and/or charges.**
- 2.3.34. **Manuals:** A service manual, parts manual, wiring diagram and bodybuilder's book for trucks, and line sheet of parts used to build the truck shall be included. A custom parts and Service DVD shall be provided.
- 2.3.35. **Training:** Any training video's that apply to the truck shall be supplied (engine, transmission operation). Any CD's or DVD's used for engine, transmission, and ABS brake diagnosis shall be supplied.
- 2.4. **DUMP TRUCK BODY MINIMUM SPECIFICATIONS**
- 2.4.1. All electronic/electrical wiring shall be soldered, sealed with heat shrink tubing and placed in looms. Component wiring connections shall be run to a sealed junction box(s) to prevent corrosion and ease of repair. **OK AEC CRYSTEEL SELECT**
- 2.4.2. **Dump Body:** (~~DuraClass HPT 346 or equal~~) 10 foot, 6 yard body ~~with side wall shaped into a continuous top rail, side and running board configuration and radius corners;~~ all made of 346" hi-tensile physical quality steel. Sloped run-board type body with side braces in body and 346" hi-tensile steel cross-memberless sub-frame that accepts a ~~single telescopic~~ underbody hoist. The body ends shall be higher than the sides with pockets for extension sideboards. Oak 2" thick sideboards shall be included with two (2) upright spaced evenly apart supports to keep sideboards from flexing **76A, 76A**

during loading of materials into dump body. The body shall be equipped with three (3) holes, <sup>2.5"</sup> 3" in diameter for the rear side marker light. The body shall have elongated stop, directional and taillights flush mounted in the rear posts. Elongated amber strobe lights shall be mounted in the rear posts directly above the stop/tail lights as well as in the top of the three bend head sheet (on the 45 degree corners) of the body in front and on each side corner right and left. Step welded inside on each side for operator.

2.4.3. **Front Head:** The front head shall be one-piece with a <sup>2</sup> bend top, 3" wide and 2" deep with a return flange of 1 3/8" and reinforced mid-height with a horizontal "V" section, all ~~8-gauge~~ <sup>7.6A</sup> hi-tensile steel.

2.4.4. **Floor:** The floor shall be 1-piece with <sup>5"</sup> vertical flanges at the sides and is made of 3/16" AR 450 hi-tensile steel.

2.4.5. **Sides:** The 30" sides shall be <sup>7.6A</sup> 5/16" hi-tensile steel ~~shaped into a top rail, side and running board configuration of one steel sheet to eliminate the outside seam weld below the top rail and to prevent troublesome moisture and freeze problems.~~ <sup>8" SIDE TO FLOOR RADIUS PRESSED HORIZONTAL SIDE W/ WELD SEAM</sup> Shall have smooth sloped radius corners. The front and rear corner posts shall be fully enclosed for added strength and resistance to corrosion. Rear corner posts shall be full-depth. The sides shall have 6" high pockets provided front and rear for extension sideboards.

2.4.6. **Tailgate:** Reinforced <sup>6</sup> 2-panel straight-type tailgate, multi-position, double-acting with air operated positive action tailgate control and flush mounted offset upper tailgate hinges. The tailgate cross braces shall be sloped for self-cleaning. The tailgate shall be <sup>6</sup> 2-panel with vertical and horizontal <sup>6</sup> braces. The tailgate shall be made of 3/16" AR450 hi-tensile steel. The tailgate upper hinge pin shall be <sup>1 1/2"</sup> in diameter. A piece of 1-1/2" angle iron shall be welded full length on top of tailgate to act as a self-cleaning device. The spreader chains shall be 3/8" in diameter proof coil and long enough to support the tailgate in a horizontal position. ~~A 1/2" rod size folding D-ring device shall be positioned and welded in the center along the outside top edge of the top cross-member of the tailgate for use in removal and installation of tailgate.~~ <sup>ONE LIFT LOOP IN THE TOP CENTER OUTSIDE OF BODY</sup>

2.4.7. **Sub-frame:** The sub-frame shall be fabricated of 3/16" <sup>WESTERN TUBULAR LONGSILLS</sup> steel and cross-memberless. The long member shall be a trapezoidal section boxed with a 3" width on the bottom. The long member shall have a "wrapped" reinforced section at the bed pivot pins.

2.4.8. **Operating Device:** The operating device shall be an air operated locking device with positive latches to evenly secure lower tailgate pins to body for a good seal. A push switch shall operate the device and shall be mounted on the driver's control console to his right. The tailgate lower hardware shall be of the overshot design made of 1/2" plate and equipped with air cylinders for operation. Grease fittings for cross shaft across back for tailgate must be accessible for maintenance. The cross shaft shall have nuts fastened to ends to provide a manual override for air operated tailgate.

2.4.9. **Tarp System:** A fully automatic, quiet, smooth running, electrically powered ribbed aluminum (Aero) tarp covering system shall be installed. The tarp cover must be of heavy quality cloth mesh, proper length and width to accommodate the size of dump body opening. The tarp framework system aluminum with arm guard rubber bumpers and rests. Aero Series 550 Easy Cover tarp system with Aero heavy mesh tarp cover is acceptable. The following items shall be included with the system: A switch mounted near the plow controls, forward and reverse power operated, direct drive, automatic reset circuit breakers, 18 oz. minimum cloth mesh tarp cover with loop in rear to slide over tarp, and underbody spring loaded bars to accommodate rolling and unrolling of the tarp system. The switch shall control a solenoid installed in a weather proof box mounted in the rear truck frame area.

2.4.10. **Tool Box:** 24" x 24" x 24" shall be mounted on the driver's side of the truck frame adjacent to the battery box. The box shall be vertically mounted and hinged toward the front. Tool box to be primed and painted black. The box shall be mounted with 1/4" x 3" x 3" angle brackets.

2.4.11. **Lighting:** Oval amber flashing 2"x6" LED strobe lights shall be mounted in the top outer flange of the 45 degree headboard cab protector (on each side) and in the rear corner posts above the stop/tail lights. Round LED side marker lamps mounted in rear corner posts. Oval 2" x 6" red LED stop/taillights shall be installed in rear of dump body upright posts. Shall include all electrical wiring switch, controller and hardware necessary to make operational. A bed up warning light shall be installed. All switches shall be illuminated push-button type and mounted in a location

2.5"

2

7.6A

8" SIDE TO FLOOR RADIUS PRESSED HORIZONTAL SIDE W/ WELD SEAM

7.6A

6

6 PANEL

36" REAR 1.25" PINS

ONE ELECTRIC OVER AIR TAILGATE RELEASE

OK

OK

OK

MARATHON FRONT TELESCOPIC HOIST INVENTED TRUNNION MOUNT CYLINDER - DOUBLE ACTING

designated by the County.

2.4.12. **Hoist:** A 5" diameter w/ 110-115" stroke high pressure front mounted, three-stage telescopic cylinder, hard chrome plated; hoist frame approximately 6" deep of 5/16" steel; supporting cross-members gussets front and rear to long members; hoist capacity to match body and payload. Body raised indicator light in cab, backup alarm, factory installed body props.

2.4.13. **Additional Body Specifications:** ~~A 3/4" thick x width of rear frame steel plate welded into place to~~ house electrical plugs, hydraulic fittings, and D-rings. Ladder on driver's side of dump body, directly behind cab, running up through the body and ~~constructed of 1/4" x 2" flat steel (3 steps, 2 above bottom and one below)~~. Bed shall have a removable, bolt on asphalt lip constructed with 3/16" steel with 3 gussets for support. The end brackets for the asphalt lip shall extend above the lip. A 16" cab protector constructed of 8-gauge steel shall be installed on the body with 1 grab handles welded just below the tarp cover motor. Step mounted inside the dump body and under the front corner of the dump body on the street side. The entire body shall be primed with a salt corrosive inhibitor primer and painted with gloss black urethane paint and with all mounting hardware and welding points painted appropriately. The underside of the body and hoist frame shall be primed with a salt corrosive inhibitor primer and painted gloss black. Mud flaps shall be installed behind the front tires on the truck with 1/2" material acceptable. Mud flaps, anti-sail shall be installed on rear of dump body, 1/2" x 24" x 36" (secured with stainless steel continuous hinge - rear only) and in front of the dual rear wheels on the dump body, 1/2" x 24" x 30", includes anti-sail brackets and holders. Four ratcheting tie-downs shall be welded to the bed sides (horizontally near top) in order to secure a material spreader to the bed. The location of the tie downs will be designated by the County. Bed shall also have a stainless steel shovel holder welded at a location designated by the County. Warning decals and stickers shall be placed where required. Standard equipment supplied as required by OSHA and the Federal Transportation Department.

2 RIBBON LADDER LEFT FRONT

OK

OK

2.4.14. **Plow Hitch:** Installation of Henke Quick-Attach type supplied by the County.

2.4.15. **Warranty:** Body, hydraulic components, and labor shall be for One (1) year from the date of delivery against manufacturer's defects. Hoist shall be three (3) years from the date of delivery. Warranty shall be the responsibility of the truck equipment installer. The warranty shall cover all items provided and/or installed to the dealer's truck chassis. Dealer/Builder shall state at what facility and location the warranty work will be performed.

SEE ATTACHED WARRANTY

2.5. **CENTRAL HYDRAULIC and AUTOMATIC CONTROLLER SYSTEM MINIMUM SPECIFICATIONS**

OK

2.5.1. All items bid will include installation. Component Technology system components acceptable and presently utilized on all trucks in the fleet.

2.5.2. All electronic/electrical wiring shall be soldered, sealed with heat shrink tubing and placed in asphalt type looms. Component wiring connections shall be run to sealed junction box(s) to prevent corrosion and ease of repair. All electronic solenoids shall be protected from salt corrosion.

2.5.3. **Hydraulic Pump:** The hydraulic pump will be crankshaft driven using a 1280/1310 driveline assembly. Piston pump (load sensing type) must be capable of 52 GPM and 3000 PSI at 2500 RPM (5.48 CID). Pump must have side ports to avoid multiple 90 degree bends in suction line (rear ports unacceptable). Case drain must be positioned as high as possible and directed back to the reservoir without passing through the return line filter. Pump must have the ability to have an internal bleed down compensator, a 1 1/4" keyed shaft with a tapped hole in the end of the shaft to hold the pump yoke on, a 1" split flange pressure port and a 2" split flange suction port. A bolt on N/C low oil shut down valve shall be attached to the pump pressure port that is 12VDC activated. Acceptable model: Sauer-Danfoss model FRL090.

2.5.4. **Pump Drive:** Driveline must be 1280/1310 series solid shaft style. Driveline shall come with all crosses, pump end yoke and flange for engine. Pump shall be driven off the engine crankshaft. Driveline shall have a companion flange that un-bolts from the driveshaft for easy belt replacement.

2.5.5. **Hydraulic Stack Valve:** The valve shall be a mobile stackable design, load sensing type and shall be capable of a nominal 35 GPM with published flow curves to 40 GPM. Valves must be pressure and flow compensated. Inlet and outlet ports to be 1" o-ring, all working ports shall be 3/4" and 5/8" o-ring. Valve to be arranged as follows: Inlet cap with pressure, tank, and load sense port; Single

OK

acting cylinder spool for hoist, spring return to neutral pressure compensated with a 32 GPM main spool, shall be remote cable controlled. Hoist must raise in 20 seconds or less at 1200 RPM; Double acting cylinder spool for plow angle, spring return to neutral pressure compensated with a 10 GPM main spool, shall be remote cable controlled; For the spreader functions there shall be a manifold assembly that is an integral part of the stack valves that will have a cartridge valve for the auger with a manual override 12VDC proportional controlled 1-15 GPM. The spinner will be 0-7 GPM 12VDC proportional controlled also with a manual override. The manifold assembly shall have the ability to have 2 more cartridges added at a later date for a pre-wet system or anti-ice system without valve disassembly.

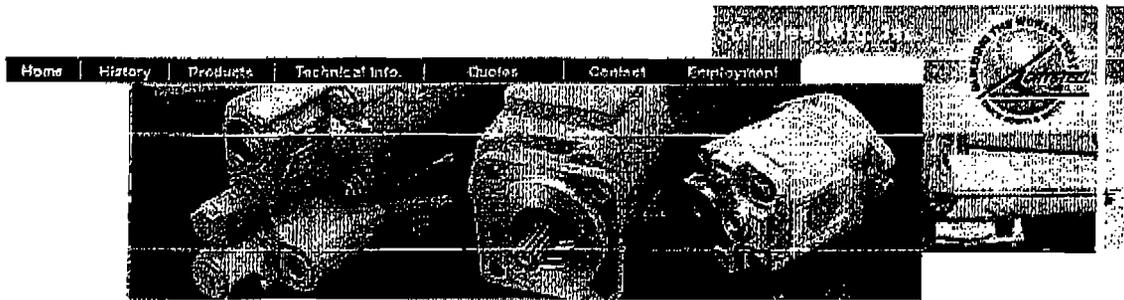
- 2.5.6. **Hydraulic Reservoir:** Reservoir shall be a 20 to 30-gallon minimum capacity with the breather cap mounted to an inspection lid. Inspection lid shall also provide for an in-tank mounted return line filter. Breather cap fill neck must be screened and mounted on a riser. Reservoir shall be complete with a sight temperature gauge and a magnetic drain plug. Suction port will allow for installation of a 2" NPT 50 GPM suction screen. Suction screen will have a 3 to 5 PSI by-pass spring. Reservoir to be constructed of 10-gauge steel. As an integral part of the reservoir there shall be an area for mounting of the hydraulic stack valve. Reservoir must be of template style for bulkhead "through" mounting of the valve and be completely free from internal tubing or hoses from the work ports and inlet of the valve. Valve must be removable as a unit with template through the top of the reservoir for service and accessibility. All electrical connections must be made via IP68 rated connectors on the front (cab) side of the reservoir. The enclosure must have a fully potted output module installed in it for all electrical connections for the complete system. This module must be the master for the complete controlling system that operates on a CAN open platform. All hydraulic fittings must exit the bottom of the enclosure and be male JIC bulkheads. Access to the enclosure must be by a removable top lid that is held in place with 2 rubber tie downs. The reservoir filter and fill cap must be accessible without removing a lid or cover. Assembly must be mounted on the driver's side of the vehicle.
- 2.5.7. **Hydraulic Return Filter:** Filter shall be top tank mounted type 10 microns with a by-pass and replaceable cartridge element. Filter shall be capable of 80 GPM flow capacity. Filter shall have one 1 1/4" SAE port with the ability to be machined for another. A bypass condition pressure switch is required and shall light a "Change Filter" message on the system display, switch shall be 22 PSI and have a DIN connector.
- 2.5.8. **"TPE" Wiring Specification:** Wiring and harness system shall meet ISO rating IP68 and NEMA 6. The connectors should have three sealing points (lock ring, raised portion of the molded plastic around each pin, and a viton o-ring) that seals the whole connector. The cable jacket should be TPE-thermoplastic elastomer and molded to the connectors. Connector and harness to be rated and tested for a temperature range from -30 Deg. C. to + 70 Deg. C. Water tight when submerged in 6' of water for 24 hours, in 275' of water for 1 hour, and when subjected to a 1000 PSI pressure wash. The connectors shall be tested to have NO corrosion after 500 hours in a 35 Deg. C. salt spray. Cabling shall be rated excellent in low temperature flexibility and in it's resistance to oxidation, heat, oil, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag. All cabling must meet this style.

**2. Primary Specifications (cont.)**

- OK
- 2.5.9. **Spreader Control System:** The system shall be a CANBUS system that communicates using CAN Open protocol and not a proprietary communications protocol. The control shall be capable of accurately spreading granular and pre-wetting liquid material. Control shall be capable of 6 different material types, capable of closed loop operation on both the auger and spinner, capable of gate control. The display shall alert the operator of any errors in the input signals detected by the microprocessor self diagnostic system. The use of numeric error codes is not acceptable. All codes shall be displayed in English. Control shall be capable of both automatic and manual modes. In the event of an auger, spinner, or liquid sensor failure, the control shall be capable of switching to an open loop mode. Manual mode may be locked out by administrator. System shall be configured for auger and spinner both running in open loop, no sensors. Display shall be mounted where it is easy to see by the operator and the operator panel must be located so it is very easy to reach by the operator without taking their eyes off the road. The system shall consist of four primary modules that reside on the Bus and allow flexibility in mounting configurations. The system is completely expandable and allows for additional modules to be added to the CAN Bus. All four primary components of the system are software upgradeable using a laptop and interface cable. The configuration file of a calibrated system can be saved for transfer to other systems or as a backup providing the ability to use specific configurations for varying vehicle use or operator skill level. The original configuration is maintained at the factory as a secondary backup and is traceable by part number.
- 2.5.10. **Display:** The display shall be a minimum 4" x 6" TFT LCD graphic display with auto dimming backlight, user adjustable position, and Ethernet port for accessing a built in Web server. The Web server can be used to configure or troubleshoot a system by connecting to a PC. Interface shall utilize Internet Explorer and not require any proprietary software to connect to the system. The display provides a built in diagnostic feature allowing technicians to view all input signals real time. The display also provides error logging and system status change logging for reviewing operator inputs. A status window provides the operator with system status messages. The display shall incorporate "soft key" switches that are defined by the system program via the display. The keys shall include a "plus" pattern buttons used to navigate in the system software easily. When configured, the display will incorporate granular rates, both pre-wet and anti-ice rates, anti-ice lane configuration, road/air temperature, hydraulic pressure when designated, system status, error messages, plow float indication, auto/manual mode indication, and material currently being used. Active functions that are not in use shall show "off" and the graphic be "grayed out" for ease of operator interpretation.
- 2.5.11. **Operator Panel:** The operator panel shall be of molded silicone rubber keypad utilizing high life magnetic snap action switches and three high life magnetic 16 position detented encoders used for rate, lane, and liquid control separately. The detented positions will be user programmable as to the value of each increment in the setup menu. The operator panel provides input capabilities to support RS232, RS422, truck speed input, and multiple digital I/O. The panel shall have provisions for the road/air temperature sending unit. The panel has built in LED backlighting that automatically dims with the display for night viewing. The panel shall incorporate the already integrated functions of blast and pause. The panel shall also incorporate integral mode, product, and select switches.
- 2.5.12. **Valve Driver Module:** The IP68 assembly shall be mounted to the valve enclosure providing both interior and exterior electrical connections. The valve driver module drives up to 14 PWM channel, accept a 4-20mA input, 4 closed loop feedback signals, and multiple digital inputs. All PWM outputs are software configurable and can be controlled by closed loop operation, proportional input devices, or digital input devices. The module has built-in over temperature shutdown, over current shutdown, and low voltage shutdown. All electrical connections are IP68 sealed when mated utilizing threaded connections for positive retention. The valve driver module will reside on the BUS as the "master" and all truck values and configurations will be saved in this module.
- 2.5.13. **Software:** The system shall incorporate three levels of security and access that is password protected and defined by the user. The three levels of access called operator, technician, and

OK

- administrator shall give the user varying levels of access to the system setup, data, configuration fields, and parameters based upon access given. The "administrator" shall have full access to all menus in the system and have the ability to make system configuration changes as well as system parameter changes. Spreader and liquid functions when controlled utilizing closed loop feedback will incorporate an "auto trim" feature that will allow the system to automatically set the PWM minimums and maximums when engaged. The software shall incorporate a "test speed" mode for use in testing the system safely without requiring the truck to be moving or the drive axles engaged.
- 2.5.14. **Optional System Addition:** Additional price for plow and hoist functions to be controlled 12VDC proportionally and integrated into the above described control system. The option shall include a complete control console assembly with all modules of the system mounted in the console.
- 2.5.15. **Snow Plow Cushion Valve:** A double relief cushion valve must be installed for the angle plow. Valve shall be set at 2000 PSI and have #8 SAE o-ring ports. Valve shall be constructed of a high-tensile cast iron body with ball and spring style relief that has a hardened seat. Valve shall be plumbed at the front of the truck for snowplow angle.
- 2.5.16. **Cable Controls:** Sections 1-3 of the stack valve assembly shall be actuated by the remote valve cable control system. Cables shall be mounted beside driver and easily accessible. Single axis control lever for dump body up/down. Dual axis control lever "+" pattern for plow lift and angle with 2 momentary push buttons for blast and pass. Control levers to be labeled with decals for operation. Controls to be mounted in factory style stand.
- 2.5.17. **Plow Balance Valve:** System to be supplied with plow balance valve. Valve shall reduce the weight on the cutting edge when activated. Valve to be of cartridge and manifold design, electrically activated. Valve shall tee into pressure line between pump and valve. Valve to be designed to offset a specific (adjustable) plow weight when activated. The plow balance system must not affect operation of any other hydraulic function on the vehicle or have an adverse effect on the performance of other hydraulically operated equipment. All normal operations of the plow raise and lower must be maintained without additional tasks. The plow balance system will remain electrically active when lifting the plow from the road surface, valves that require deactivation to raise are not acceptable. Plow lift must be immediate, it is not necessary to turn off the system for plow lift. Plow balance valve shall hold plow in the air indefinitely. The plow balance manifold shall be of cartridge style valving utilizing "floating" style cartridges. The solenoid on/off valve shall have a manual override and will include a test port for checking balance pressure. System must be capable of working off system "Standby Pressure".
- 2.5.18. **Road/Air Temperature Sensor:** System to be supplied with a remotely mounted air-pavement temperature sensor. Air sensor and pavement sensor must be able to be mounted in different areas on the truck. Temperature sensor must interface with the control system and be displayed on the in-cab display. The sensor must be able to be calibrated in the field by the user with no special tools.
- 2.5.19. **Hydraulic Lines for Spreader:** Two supply and one common return hydraulic lines shall be run to the rear of the bed secured to a flat steel support (running on top of the truck frame cross-members) and terminate in the side of the rear of the dump bed (driver's side). All lines shall be capped off - County will install quick attach couplers at a later date.
- 2.5.19. **Warranty:** The warranty of the central hydraulic system shall be a full manufacturer's warranty for a period of 1 year (minimum) unless otherwise covered by a separate component warranty. The warranty of the spreader control system (includes any software and hardware applications) shall be a full manufacturer's warranty for a period (minimum) of 1 year unless otherwise covered by a separate component warranty. This shall include all parts, labor and trip charge.
- 2.5.20. **Manuals:** A service manual, parts manual, hydraulic and electrical schematic shall be included.
- 2.5.21. **Training:** Any training video's that apply to the truck spreader and computerized control system shall be supplied. Any CD's or DVD's used for fault diagnosis shall be supplied. Vendor shall schedule through the shop superintendent employee general maintenance and operation of the material spreader computerized control system at time of delivery or startup. Subsequent initial mechanical and supervisory training shall be scheduled with the shop superintendent and again when equipment updates become necessary.

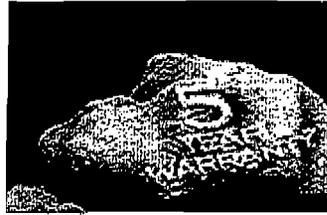


Please contact Customer Service at 800-532-0494 for complete details.

## Warranty Information

### Crysteel Manufacturing Incorporated 5 Year Customer Satisfaction Pledge

Crysteel offers the most comprehensive warranty in the industry. Crysteel warrants each product against defects in material and workmanship for 60 Months from in-service date. 36 months at 100% followed by 24 months at 50%. No warranty of any kind applies to products which have been damaged, or have failed because of neglect, lack of maintenance, service, lubrication, wear, misuse, accidental overloading, or improper installation. Repair or replacement is at Crysteel's option.



This warranty fully covers:

- Crysteel manufactured product.
- The repair of warranted product
- Labor to replace warranted product
- Freight for replacement product
- Warranted product return freight (if required)

This warranty partially covers:

- Primer applied to Crysteel product. Primer carries a six month warranty from the original invoice date from the Crysteel factory due to the shelf life of the applied primer.
- OEM Products or accessories purchased by Crysteel as part of or offered with our product will carry the manufacturer's warranty.
- Factory applied top coat paint has a one year warranty.

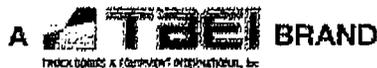
This warranty does not cover:

- Diagnostics time
- Loss of use or Any other downtime expense
- Travel Time or Rental unit
- Maintenance fluids
- Repairs due to inadequate diagnostics or installation

Complete warranty details available by contacting Crysteel!

Crysteel  
52182 Ember Road  
Lake Crystal, MN 56055

800-532-0494  
507-776-2728  
crysteel@crysteel.com



## **CRYSTEEL MARATHON HOIST**

- Crysteel M5399 in NTEA class 70
- A. Operating pressure of 2500 PSI
  - B. 50-degree dumping angle
  - C. Single acting (double acting optional)
  - D. 3 stages (5", 4", 3") and 99" stroke
  - E. Lifting capacity 27.5 tons
  - F. One body prop to support empty body weight
  - G. Inverted cylinder, trunnion mounted
  - H. 12" interlocking channel longitudinal required
  - I. Greaseless composite bearings at all critical pivot points
  - J. 9-1/2" square doghouse

The hoist cylinder shall incorporate the "Auto Bleed" technology, an internal spring assisted device to automatically remove air from the cylinder and hydraulic lines whenever the cylinder is extended and retracted. The device shall not bleed air directly to atmosphere and shall use hydraulic fluid to push air out of the cylinder and back to tank. (Double acting does not require "Auto Bleed" device.)

### **HYDRAULICS**

- A. Direct mount gear pump is standard
- B. 15 gpm at 1000 rpm
- C. 16 gallon reservoir

### **WARRANTY**

Dump body, hoist, and air cylinder to be covered for a period of 5 years. Warranty begins when the final customer puts our product into service. This warranty will cover the dump body, hoist, and air cylinder for defective material and/or workmanship at a rate of 100% for the first (3) years and at a rate of 50% for years 4 and 5.

## Bob Burch

---

**From:** John Blogin <john@americanequipment.us>  
**Sent:** Wednesday, June 27, 2012 10:43 AM  
**To:** bburch@columbiafreightliner.com  
**Subject:** FW: Literature  
**Attachments:** MARATHON M5399 HOIST.pdf; lit-select-bodies.pdf

Bob here is literature & info for the Boone county bid.

I'll fax over the quote & marked specs for the bid directly

Thanks & have a great day

John Blogin

American Equipment Co.  
3250 Harvester Road  
Kansas City, Kansas 66115

913-342-1450 (P)  
913-342-1377 (F)

---

**From:** Brandon Oachs [<mailto:boachs@tbei.com>]  
**Sent:** Wednesday, June 27, 2012 10:28 AM  
**To:** John Blogin  
**Subject:** RE: Literature

John,

I have attached our literature for the hoist & body.

**Brandon Oachs**  
**National Sales Support Specialist**  
**Crysteel Military Sales**  
**TRUCK BODIES & EQUIPMENT INTERNATIONAL**

1-800-533-0494 x360  
[boachs@tbei.com](mailto:boachs@tbei.com)  
[www.tbei.com](http://www.tbei.com)

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**From:** John Blogin [<mailto:john@americanequipment.us>]

**Sent:** Wednesday, June 27, 2012 9:52 AM

**To:** Brandon Oachs

**Subject:** Literature

Good Morning,

Do you have any literature PDF on the  
Standard dump for Boone County that  
You can e-mail me?

And Hoist?

QT # LC00020341

Thanks

John Blogin

American Equipment Co.  
3250 Harvester Road  
Kansas City, Kansas 66115

913-342-1450 (P)

913-342-1377 (F)

## **CRYSTEEL MARATHON HOIST**

Crysteel M5399 in NTEA class 70

- A. Operating pressure of 2500 PSI
- B. 50-degree dumping angle
- C. Single acting (double acting optional)
- D. 3 stages (5", 4", 3") and 99" stroke
- E. Lifting capacity 27.5 tons
- F. One body prop to support empty body weight
- G. Inverted cylinder, trunnion mounted
- H. 12" interlocking channel longitudinal required
- I. Greaseless composite bearings at all critical pivot points
- J. 9-1/2" square doghouse

The hoist cylinder shall incorporate the "Auto Bleed" technology, an internal spring assisted device to automatically remove air from the cylinder and hydraulic lines whenever the cylinder is extended and retracted. The device shall not bleed air directly to atmosphere and shall use hydraulic fluid to push air out of the cylinder and back to tank. (Double acting does not require "Auto Bleed" device.)

### **HYDRAULICS**

- A. Direct mount gear pump is standard
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- C. 16 gallon reservoir

### **WARRANTY**

Dump body, hoist, and air cylinder to be covered for a period of 5 years. Warranty begins when the final customer puts our product into service. This warranty will cover the dump body, hoist, and air cylinder for defective material and/or workmanship at a rate of 100% for the first (3) years and at a rate of 50% for years 4 and 5.

# ASPHALT BODY FOR YOU

Asphalt Contractors

As an Asphalt contractor you need functionality and versatility in the dump body you use. CRYSTEAL offers you both the ability to custom design your body with features like a sloped front that promotes better clean out, as well as an asphalt rear that allows you to pull away from a paver box without lowering your body. Being functionally efficient on the job saves time and improves profit margin.

**Asphalt Topped Rear**  **Asphalt Front** 

**Wasted Flare**  **Asphalt Apron** 

**CONTRACTORS**

Providing a clear and concise set of equipment specifications is the key to getting the versatile dump body you need for your fleet. CRYSTEAL can help you develop that perfect body and hoist specification by providing you with key information on different body styles, features and options, plus help you with the types of steel that you need to best deal with the different materials you haul.

**Western Understructure**  **Roller Combo Hoist** 

**Vibrator** 

**CONTRACTORS**

Designing a dump body to hold up to the rigors of large rock, concrete chunks with rebar, and construction tip-top requires a little planning and forethought. CRYSTEAL dump bodies can be designed and built to stand up to the toughest stuff you can clean out. All this without sacrificing good looks for performance.

**Elliptical**  **Power High-Lift Tailgate** 

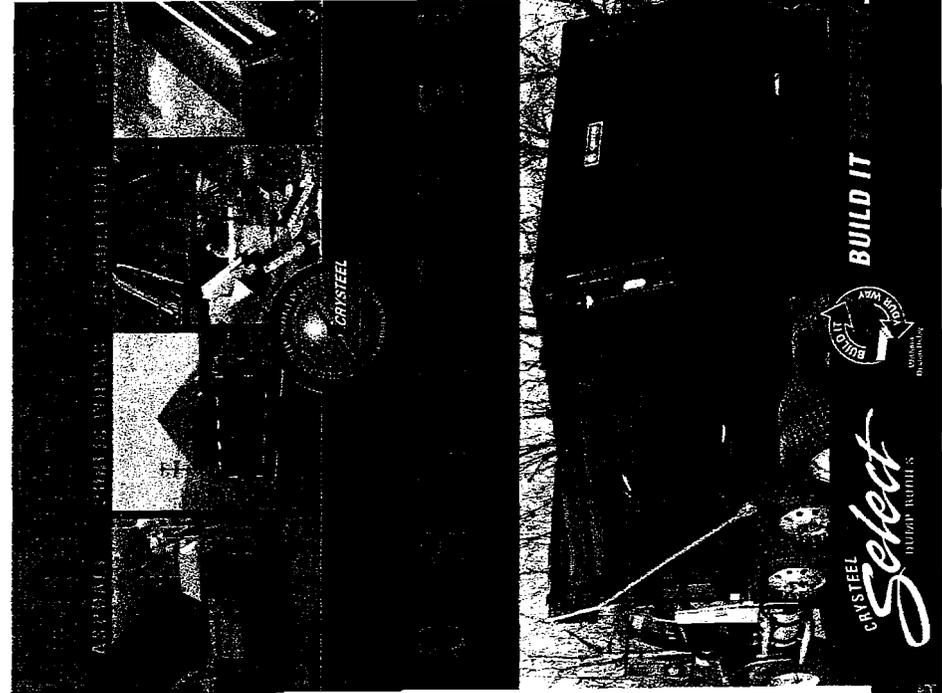
**Vertical & Horizontal**  **Double Panel Tailgate** 

**CONTRACTORS**

You may never know from one day to the next what you might need your dump body to hold. Being able to design a dump body that will handle the toughest loads, yet lighten when it can be allows you to keep the weight down to maximize the hauling capacity of your aggregates. Keeping your costs in line without sacrificing performance can be a challenge. But CRYSTEAL can help you customize a dump body that will fit your application.

**Sloped Sides with Horizontal Flip Bars**  **Sloped Front with Horizontal Flip Bar** 

**Vertical Flip Bars** 



## OPTIONS

### ROLLER COMBO™ (UNDERBODY WITH SUBFRAME)

Model	MEA Class	Roller Body Size (ft)	Hoist Capacity Range (tons)	Maximum Operating Pressure (PSI)	Max. Pump Output (GPM @ 1000 RPM)	Std. Hoist Stroke (ft)	Approx. Weight (lbs)
RC530	40	8 - 10	10.5 - 15.4	2500	6	10	642
RC550	50	8 - 11	17.7 - 26.6	2500	9	10	770
RC750	50	9 - 11	23.2 - 34.7	2000	10	10	795
RC950	60	9 - 12	17.0 - 25.7	2000	10	10	830
RC950	80	12 - 16	24.3 - 34.6	2700	15	18	1850
RC950	100	14 - 17	27.8 - 34.8	2700	15	18	1850



The patented Roller Combo hoist is designed to provide more power at the end of the stroke.

### MARATHON TELESCOPIC (TRIMMION MOUNTED)

Model	MEA Class	Hoist Body Size (ft)	Hoist Capacity Range (tons)	Maximum Operating Pressure (PSI)	Max. Pump Output (GPM @ 1000 RPM)	Std. Hoist Stroke (ft)	Approx. Weight (lbs)
MS300	70	9 - 10	20.7 - 30.8	2500	10	16	690
MS350	70	11	27.5	2500	15	16	690
MS317	80	12 - 13	24.8 - 28.3	2500	15	23	700
MS318	120	14 - 15	32.0 - 46.3	2500	20	28	890
MS315	120	15	41.8	2500	20	28	890



Marathon Telescopic hoist offers powerful lifting without wasted doghouse space. Features Auto-Block™ cylinders.

### TURBO TELESCOPIC (CONVENTIONAL MOUNT)

Model	MEA Class	Hoist Body Size (ft)	Hoist Capacity Range (tons)	Maximum Operating Pressure (PSI)	Max. Pump Output (GPM @ 1000 RPM)	Std. Hoist Stroke (ft)	Approx. Weight (lbs)
TS300	60	9 - 10	23.1	2500	10	16	715
TS350	70	11 - 12	22.5 - 25.4	2500	15	18	817
TS314	70	13 - 14	22.5 - 24.6	2500	15	16	810
TS313	110	13 - 14	30.4 - 39.7	2500	20	26	867
TS331	110	15	37.4	2500	20	28	900
TS318	120	16 - 17	30.2 - 38.8	2500	25	28	900
TS319	120	15	36.8	2500	25	40	1010
TS317	120	16 - 17	36.4 - 38.4	2500	25	40	1042
TS316	120	18 - 19	30.0 - 41.4	2500	25	40	1066
TS315	120	20 - 21	30.5 - 41.7	2500	25	40	1126



The Turbo Telescopic hoist is known for high work end capability. Features Auto-Block™ cylinders.



**CRYSTEAL**  
Lula Crystal, MN • 1-800-558-0467 • FAX 1-612-228-2500  
www.crysteel.com • E-mail crysteel@crysteel.com

Sold by:

4501 T Truck Bodies & Equipment International, Inc.  
Pittsford, NY 14750  
Visit Our Web Site at [www.4501.com](http://www.4501.com)

**CRYSTEAL**  
*Select*  
DUMP BODIES

**BUILD IT**

CRYSTEAL  
BUILT TO LAST



# KNAPHEIDE TRUCK EQUIPMENT CENTER-JC

6603 Business 50 West  
JEFFERSON CITY, MISSOURI 66109

Phone: 573-893-5200 email: rlehman@kotecjc.com Fax: 573-893-5344



DATE: 16-Mar-11 Quote by: Ron Lehman

Prepared For:	TERMS: Net 30
BOONE COUNTY PUBLIC WORKS Bid # 37-03JUL12	SRW [ ] DRW [ ] Cab to Axle Brand: Model : Yr:

QTY	Stock Number	Description	Unit Price	Amount
<b>PER SECTION 2.4.</b>				
1	SLT316 10'	TBEI Dura Class 316 Style Dump Body to Spec 30" Sides, 42" Head, & 42" tailgate 3/16" HI-TEN Steel Head & Sides 3/16" AR 450 Floor & Tailgate Vertical side braces lieu of horizontal Tailgate, double acting 2-panel tailgate w/ 1 1/2" Angle on Top of Tailgate D-Ring Welded on Center Top of Tailgate Manual Air Operated Tailgate Control w/ Manual Over Ride Aero Tarp System, Electric Alum w/ Deflector Buyers Tool box 24" x 24" x 24" w/ Mounting Brkts {6} Oval Strobes, {2} at Front, {2} at Side & {2} at Rear		
1	HPT 53-110	Telescopic hoist & Back Alarm Standard Body Props 1" Rear hitch Plate w/ Safty Hooks Pintle Hook w/ Air Chamber, 90,000 Ladder, Driver Side 1/2 Cab Protector, 8ga 1- Grab Handle Oak Side Boards, 2 x 10" w/ Center Braces Steps inside dump body Shovel Hanger Asphalt Lip, Bolt On 1/4" {4} Spreader Hold Downs on Bed, Ratched Style Hoist & Underside of Body, Painted Black Body Painted Urethane Paint 1/2" Rubber Mud Flaps w/ Anti sail Brkts On Front 1/2" Rubber Mud Flaps at rear, hung with stainless hinge		
		INSTALLED Includes Installing County Provided Standard Henke Plow Hitch		\$18,510.00
	Option's	Warranty 3-Year on Cylinder, 1-Year On Remainder		

Comments / Special Instructions:

Ron Lehman

Sub Total....
FET.....
Sales Tax....
<b>TOTAL</b>

*Proposal is valid for a period of 30 days.*

# KNAPHEIDE TRUCK EQUIPMENT CENTER-JC

6603 Business 50 West  
JEFFERSON CITY, MISSOURI 65109

Phone: 573-893-5200 email: rlehman@kncjc.com Fax: 573-893-5344



DATE: 27-Jun-12 Quote by: Ron Lehman

Prepared For:	TERMS: Net 30
BOONE COUNTY PUBLIC WORKS Bid # 37-03JUL12	SRW [ ] DRW [ ] Cab to Axle Brand: Model: Yr:

QTY	Stock Number	Description	Unit Price	Amount
<b>PER SECTION 2.5.</b>				
1		Certified Power Central Hydraulic System Crank Shaft Driven Front Mount Pump Shut Off In Pressure Line Hydraulic Stack Valve, Remote Cable Controlled Center Locking Single Stick Control for Hoist Dual Axis Control for Plow w/ (2) Switches Hydraulic Reservoir 30-Gallon with Intank Filter & Control valve Inclosure Spreader Control Valve to be CANBUS System Open Loop Ground Speed Control System, Capable of Spreading Granular & Pre Wetting Liquid Hoses for Plow & Spreader, Spreader Hoses to Side of Bed Snow Plow Cushion Valve Snow Plow Balance Valve Road Temp Air Sensor Body Up Switch Control to Operate, Air tailgate, Tarp, Strobe Lights & Plow Balance Valve Installed		\$15,415.00
	Warranty	1-Year, Parts & Labor		

Comments / Special Instructions:  Ron Lehman  Proposal is valid for a period of 30 days.	Sub Total....
	FET..... Sales Tax....
	<b>TOTAL</b>

**Bob Burch**

---

**From:** Ron Lehman <rlehman@knapheide.com>  
**Sent:** Wednesday, June 27, 2012 4:28 PM  
**To:** bburch@columbiafreightliner.com  
**Subject:** Boone County Bid  
**Attachments:** 20120627162449065.pdf

Call if any questions

Thanks

Ron Lehman  
Sales Manager  
Knapheide Jefferson City  
(573) 893-5200- Work  
(573) 291-2210- Cell  
(573) 893-5344- Fax  
[rlehman@knapheide.com](mailto:rlehman@knapheide.com)

**FREIGHTLINER**

**WORK SMART**

FREIGHTLINER 114SD

# VOCATIONAL SEVERE DUTY PLOW





Viking-Cives Midwest, Inc.  
 22956 Highway 61  
 Morley, MO 63767  
 Phone: 573-262-3545  
 Fax: 573-262-3540  
 www.vikingcivesmidwest.com

**QUOTATION**

Quote ID: 50289

Page 1 of 2

Customer: Columbia Freightliner  
 Contact: Burch, Bob  
 Address:

Quote Number: 50289  
 Quote Date: 6/28/2012  
 Quote valid until: 8/12/2012  
 F.O.B.: Morley, MO  
 Lead time:  
 Salesperson: Mike Morris

Phone:  
 Fax:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	DB102836	Viking Cives HT Series Dump Body for single axle truck - 12" internal doghouse - 6/8 cubic yard capacity - 30" side height constructed of 3/16" hi-tensile steel - 38" tailgate constructed of 3/16" AR450 with (1) horizontal brace, double acting - 3/16" floor constructed of AR450 - 1/2 size cab shield constructed of 10 gauge steel - Paint Red to match existing fleet - board pockets - Bolt-on asphalt lip - fold-down ladder - driver's side mount - Front mud flaps- plain rubber - chassis mounted - Rear mud flaps - logo flaps chassis mounted - Aero 550 electric mesh tarp - FVMSS 108 lights - 60 series amber warning lights in 45 degree cuts in cab shield, rear corner posts - All LED lights - Single acting, trunion mounted telescopic hoist, rear hinge, swing down props - Holland 45 ton air cushioned pintle plate with recessed glad-hands - Flush mounted back hinge - Standard hook height - from ground to bottom of the inside of the hook - (2) weld on Buyers B50 "D" rings - 7-pole plug and backup alarm - Mount county provided Henke UQH Plow frame - Custom cheek plates with fine thread grade 8 bolts - 12" channel bumper - bolted to cheek plates and truck frame extension - Cheek plate mounted plow with Henke UQH plow frame - bolt-on bumper wings - Snow plow light wiring harness only. - Component Technology hydraulic system with front mount crankshaft pump with "C" mounting plate	\$36,319.00	\$36,319.00



Viking-Cives Midwest, Inc.  
 22956 Highway 61  
 Morley, MO 63767  
 Phone: 573-262-3545  
 Fax: 573-262-3540  
 www.vikingcivesmidwest.com

**QUOTATION**

Quote ID: 50289

Page 2 of 2

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		- Combination hydraulic tank and valve enclosure with return line filter valve - driver's side mount - Pedestal mounted controls between seats  - Buyers Tool box and stainless steel shovel holder		

Quote Total:	\$36,319.00
Discount:	\$0.00
Total Due:	\$36,319.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	All Electric ACS Control System	\$1,345.00	\$1,345.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ Labor and installation is included in all pricing.
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

## Bob Burch

---

**From:** Mike Morris <mmorris@vikingcivesmidwest.com>  
**Sent:** Thursday, June 28, 2012 12:01 PM  
**To:** Bob Burch  
**Subject:** Boone County  
**Attachments:** Boone County quote.pdf

Bob,

Please find the attached for the upcoming Boone County bid. Let me know if you have any questions. The installation work will done at our Oak Grove, MO location. We will be taking no exceptions.

Thanks for the opportunity,

*Mike Morris*

(913) 461-4461



# REAR TIRES

## Goodyear G288 MSA Data Sheet



### FEATURES

- A 25/32" tread depth and wide footprint
- Tread compound
- Tread design
- Penetration protectors
- Four steel-belt package

### BENEFITS

- Help enhance mileage, traction and handling.
- Helps resist cuts, chips and tears.
- Helps deliver outstanding off-road and wet traction, and reduces road noise for a quiet ride.
- Help resist stone drilling for retreadability.
- Offers toughness and outstanding performance.

### APPLICATION GUIDELINES

Outstanding Performance In Off-Highway Rough Road Conditions

SIZE	TREAD DEPTH	RIM WIDTH (IN) (MM)	TIRE WEIGHT (LBS) (KG)	OVERALL WIDTH (IN) (MM)	OVERALL DIAMETER (IN) (MM)	STATIC LOADED RADIUS (IN) (MM)	RETREAD BUFFING RADIUS (IN) (MM)	RETREAD BASE WIDTH (IN) (MM)
<b>TUBELESS TIRES ON 15" DROP CENTER RIMS</b>								
11R22.5 H	25	8.25 210	141 64	11.1 282	44.0 1,118	20.7 526	0 0	0.000 0
12R22.5 H	25	9.00 229	145 66	11.7 297	43.3 1,100	20.2 513	0 0	0.000 0
12R24.5 H	25	8.25 210	157 71	11.3 287	45.0 1,143	21.0 533	0 0	0.000 0
255/70R22.5 H	22	7.50 191	95 43	10.0 254	36.9 937	17.3 439	0 0	0.000 0
275/70R22.5 H	23	7.50 191	109 49	10.5 267	37.9 963	17.7 450	0 0	0.000 0
<b>TUBETYPE TIRES ON TYPE I, II AND III RIMS</b>								
12.00R24 J	25	8.50 216	178 81	12.2 310	48.6 1,234	22.7 577	0 0	0.000 0

SIZE	SPEED RATING (MPH)	SINGLE MAX LOAD (LBS) (KG)	SINGLE INFLATION (PSI) (KPa)	DUAL MAX LOAD (LBS) (KG)	DUAL INFLATION (PSI) (KPa)	REVS PER (MILE) (KM)	MINIMUM DUAL SPACING (IN) (MM)	PRODUCT CODE
<b>TUBELESS TIRES ON 15" DROP CENTER RIMS</b>								
11R22.5 H	68	6,610 3,000	120 830	6,005 2,725	120 830	498 310	12.5 316	138798665
11R24.5 H	68	7,160 3,250	120 830	6,610 3,000	120 830	474 295	12.5 316	138798665
12R22.5 H	68	7,390 3,350	120 830	6,780 3,075	120 830	482 300	13.5 343	138864665
12R24.5 H	68	7,830 3,550	120 830	7,160 3,250	120 830	464 288	13.5 343	138869665
255/70R22.5 H	68	5,510 2,500	120 830	5,070 2,300	120 830	563 350	11.4 287	756780665
275/70R22.5 H	68	6,940 3,150	125 860	6,395 2,900	125 860	548 341	12.2 310	756135665
<b>TUBETYPE TIRES ON TYPE I, II AND III RIMS</b>								
12.00R24 J	62	9,370 4,250	120 830	8,540 3,875	120 830	430 267	14.1 358	138655715



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 37-03JUL12 – Single Axle Dump Truck**

**ADDENDUM #1 - Issued June 27, 2012**

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

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

**Replace the *Response Form* with the attached *Revised Response Form*.**

By:

  
Tyson Boldan, Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 37-03JUL12 – Single Axle Dump Truck, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

4. Response Form

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. E-mail Address: \_\_\_\_\_

4.6. Fax Number: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.8. Describe Warranty Features (include locations for service) for all components.

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

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

4.9.1. Authorized Representative (Sign By Hand): \_\_\_\_\_

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

Print Name and Title of Authorized Representative

\_\_\_\_\_

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

4.11. Delivery After Receipt of Order: \_\_\_\_\_

4.12. **PRICING**

*Unit Price*

*Qty*

*Extended Price*

4.12.1.	<i>2013 Single Axle Dump Truck per Section 2.3.</i>	\$	<i>1</i>	\$
4.12.2.	<i>Dump Truck Body per Section 2.4.</i>	\$	<i>1</i>	\$
4.12.3.	<i>Central Hydraulic/Controller System per Section 2.5.</i>	\$	<i>1</i>	\$
4.14.	<b><i>Total (4.12.1+4.12.2+4.12.3.)</i></b>			\$

4.13. **Identification of Bidders:** How were you notified or heard about this bid/RFP? \_\_\_\_\_ newspaper advertisement  
 \_\_\_\_\_ Boone County Electronic Bid Notification \_\_\_\_\_ other, please list: \_\_\_\_\_



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

**Melinda Bobbitt, CPPB, Director of Purchasing**  
(573) 886-4391 – Fax: (573) 886-4390  
Email: mbobbitt@boonecountymo.org

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**Bid Data**

Bid Number: **37-03JUL12**  
Commodity Title: **Single Axle Dump Truck**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **July 3, 2012**  
Time: **10:30 A.M.** Central Time. (Bids received after this time will be returned unopened)  
Location / Mail Address: Boone County Purchasing Department  
Boone County Annex  
613 E. Ash Street, Room 110  
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the corner of Ash and 7<sup>th</sup> streets.

**Bid Opening**

Day / Date: **July 3, 2012**  
Time: **10:30 A.M.** Central Time. (Bids received after this time will be returned unopened)  
Location / Address: Boone County Purchasing Department  
Boone County Annex  
613 E. Ash Street, Room 110  
Columbia, MO 65201

**Bid Contents**

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

1. Introduction and General Conditions of Bidding

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

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- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
  - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
    - 1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – One (1) 2013 or current model **Single Axle Dump Truck** with dump body and spreader/plow control system.
- 2.1.1. **QUANTITY** – One (1) **Note: Vendor will be bidding on One (1) complete truck.**
- 2.2. **GENERAL REQUIREMENTS**
- 2.2.1. Unit shall consist of a one-person operated control and loading system and shall be designed and constructed for performance, durability, dependability and safety.
- 2.2.2. Equipment shall be bid as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
- 2.2.3. All items bid will include installation.
- 2.2.4. The unit(s) shall be constructed for easy removal of a v-box material spreader from the truck.
- 2.2.5. Control system electronic/electrical cables and hydraulic line disconnects are required unless otherwise specified.
- 2.2.6. The automatic snow and ice control system shall be a ground speed controlled system.
- 2.2.7. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard warranty policies.
- 2.3. **SINGLE AXLE DUMP TRUCK MINIMUM SPECIFICATIONS**
- 2.3.1. **Wheelbase:** selected 170.0 inch and 84.5 inch cab to axle length.
- 2.3.2. **Frame Rails:** Heat treated Alloy Steel (120,000 PSI Yield)  
**Frame Extension:** Front integral; 24" in front of grill.  
**NOTE: Frame will exceed 2,037,600 RBM all the way through the truck frame. If dealer cannot supply 2,037,600 RBM all the way through, it is the responsibility of the bidder to submit in written form with their response, a guarantee of the frame breaking for as long as Boone County owns the truck.**
- 2.3.3. **Tow Hook:** front, two (2), frame mounted
- 2.3.4. **Bumper:** Steel, swept back design.
- 2.3.5. **Front Axle:** SFA (Set Forward Axle), I-Beam type, 16,000 lb. minimum capacity, Wide track.
- 2.3.6. **Front Shocks:** heavy-duty.
- 2.3.7. **Front Springs:** parabolic, taper leaf; 16,000 lb. minimum capacity.
- 2.3.8. **Front Spring Pins:** pins and rubber bushings, maintenance-free.
- 2.3.9. **Brake System:** ABS Full vehicle wheel control system (4-channel) with automatic traction control. Bendix air brakes, anti-locking (ABS), Q-plus linings; dual service brake system for straight truck applications. Air dryer with heater (Bendix AD-IP), standard location. Gauge: air pressure, dual.  
 Air compressor air supply line through air cleaner. Brake lines color-coded nylon. Haldex or Gunitite automatic slack adjusters in front and rear. Drain valve: Automatic (Bendix DV-2) for air tank. Inversion valve with integral check valve. Front brakes: air cam, S-cam, 16.5.0" x 6.0"; includes 24 sq. in. long stroke brake chambers. Omit front brake dust shields. Rear brakes: air cam, S-cam, 16.5" x 7.0"; includes 30/30 sq. in. long stroke brake chambers and heavy-duty spring actuated parking brake. Brake chamber to located inside rear tire envelope for clearance to the hitches. Air compressor 18.7 CFM minimum. Parking brake valve shall have color-coded knob located on instrument panel. Air pressure gauge shall have Air 1 and Air 2 Gauges located in instrument cluster.
- 2.3.10. **Steering:** Single steering gear, power steering able to handle axle ratios; includes 2-spoke steering wheel, 18" minimum diameter and tilt/telescoping steering column.
- 2.3.11. **Exhaust:** Single, horizontal after treatment device frame mounted outside right under cab; includes vertical tail pipe and bright stainless steel guard.
- 2.3.12. **Trailer Package:** Units shall be equipped with trailer connections – four (4) wheel with hand control valve and tractor protection for straight truck applications. Unit shall have 7 way heavy duty trailer plug. Hitch location to be completed except for supplying and installation of hitch.
- 2.3.13. **Electrical System(s):** 12-Volt Standard equipment, heavy-duty wiring to rear of frame with stop,

tail, turn and marker lights circuits, ignition controlled auxiliary feed and ground; chassis wiring coded throughout; turn signal switch with hazard flasher overrides brake (to be done with programming system controller); includes extra heavy duty electronic turn signal flasher system(s) that will be capable of signal and hazard flashing multiple lamps with turn signal switch self-canceling with integral hazard switch and data link connector in cab for vehicle programming and diagnostics. Headlight dimmer switch integral with turn signal switch. Five (5) amber LED roof marker lights flush mounted on cab. Windshield wipers switch 2-speed integral with turn signal switch with mist wiper/washer and intermittent wiper feature. Windshield wipers single motor, electric, cowl mounted. Fuses and breakers: SAE blade type. Auxiliary harness for auxiliary front headlights and turn signals for front snowplow application; includes lighted toggle or rocker switch and wiring for snowplow lights. Cigar type power source receptacle. Power source, terminal type 2-post. Headlights: two (2) Halogen. Parking lights integral with front turn signals and rear taillights. Stop, turn and dual rear combination with reflector backup lights. Starter switch electric, key operated. Turn signals front flush mounted. Exterior cab mounted pedestal type adjustable drivers side work light; includes lighted toggle or rocker switch on instrument panel and wiring. Electrical systems shall include heavy-duty wiring body builder's connections in back of cab at frame; includes sealed electrical wiring connectors for tail/amber turn, marker, back-up, accessory power, ground and sealed connector for stop/turn. Circuit breakers with manual reset (Main Panel). Include separate auxiliary factory installed low washer fluid warning indicator/alarm, and factory installed electrical circuits for heated mirrors, and auxiliary work light and aux. strobe lights; includes, wiring, switch and all necessary mounting hardware. Tail light wiring modified to include separate wiring for standard left and right taillights with 8' of extra cable and separate wiring for left and right body mounted taillights. Electrical disconnect front harness for guidepost lights with connectors located at headlight connection.

- 2.3.14. **Optional:** Two-way/CB radio power to the center overhead console, antenna installed on mirror bracket and coaxial cable routed to same overhead console.
- 2.3.15. **Horn, Air:** air single trumpet minimum. Electric city horn on steering wheel.
- 2.3.16. **Alternator:** 12-volt, 160 amp capacity minimum.
- 2.3.17. **Battery System:** maintenance free, three (3) Group 31, 3300 CCA minimum total. Battery box, steel and mounted on driver's side behind/under cab.
- 2.3.18. **Radio System:** AM/FM stereo with weather band, electronic tuning and clock; includes two (2) dual cone speakers.
- 2.3.19. **Front End:** Fiberglass, tilting, includes easy tilt hood and stationary grille.
- 2.3.20. **Torque Converter:** Application to match engine to automatic transmission mechanical ratios.
- 2.3.21. **PTO Effects:** Front PTO provision on engine.
- 2.3.22. **Engine:** Diesel engine 8.3 L minimum, electronic, wet-sleeved cylinders, high torque, 350 HP @ 2200 governed RPM, 1000 lb.-ft. Torque @1400 RPM; includes Bell Housing, electric engine shutdown, governor close regulated, starter motor, air cleaner restriction gauge, magnetic engine oil drain plug, fan drive with nylon fan, engine block heater 120-volt/1250-1500 watt, air cleaner single element with integral snow valve and in-cab control; electronic engine speed control for PTO with electronic mobile variable speed control mounted on steering wheel. Automatic On/Off Type Control, Fan Drive. Internal Jacobs compression brake.
- 2.3.23. **Radiator:** Adequate for cooling specified engine and components effectively.
- 2.3.24. **Transmission:** heavy-duty automatic wide ratio (Allison 3000-RDS) programmed as 6-speed with push button shift control with double overdrive, less retarder. Allison WT spare input/output for dump truck application. Transmission shall not up-shift above 3<sup>rd</sup> gear when central hydraulic system is put into snowplow mode. Appropriate wires shall be supplied in a body builder's plug so truck equipment company can complete transmission hold. A bracket mounted removable push-button shift control shall be supplied. Shall have Allison approved synthetic fluid.
- 2.3.25. **Rear Axle:** Single reduction, 25,000-lb. minimum capacity with 200 wheel ends. Axle gear ratio of 5.63 shall be setup to maintain truck highway speed at 70 mph fully loaded; includes magnetic rear axle drain plug,. Locking differential in rear axle. Shall have synthetic fluid.
- 2.3.26. **Rear Suspension, Single:** 30,000 flat leaf rear suspension with radius rod.

- 2.3.27. **Fuel Tank:** One (1) single top draw; aluminum (non-polished), 60 U.S. gallon minimum capacity with quick connect outlet and center and bottom steps, mounted on left side under cab.
- 2.3.28. **Cab, Cowl, Body:** Paint schematic: single color **RED**, design 100 AG; paint type, base coat/clear coat, 1-2 tone. Cab conventional steel, wide-body. Cab interior trim, premium; includes thermometer and compass. Arm rest on each door. Black rubber floor covering. Grab handle: one(1) towel bar type. Anti-slip rubber for cab entry mounted left. Glass: all windows, tinted. Mirrors: two (2) heated, power adjust, rectangular, brackets breakaway type with integral convex mirror heads on both and thermostatically controlled, bright finish heads and brackets. Gauge cluster: English with electronic engine oil pressure, fuel, water temperature, speedometer and tachometer for air brake chassis and voltmeter gauge. Must include odometer display to read miles, trip miles, engine hours and trip hours to be used in conjunction with on-board automated snow and ice control system. Must include a visual and audible warning/alert system for low fuel, low oil pressure, high engine coolant temperature and low battery voltage. Seat for driver should be air suspension (National Series 2000), high-back with integral headrest, cloth, isolated with two (2) position front cushion adjustment, -3 to 19 degree seat back adjustment and air lumbar support, includes 3-point seat belt, lap and shoulder belt type. Seat for passenger should be fixed, cloth, standard (National or equal) non-suspension, high-back with integral headrest and folding back; includes 3-point seat belt. Padded dash. Air conditioner with integral heater and defroster. Cab interior and trim: deluxe application with overhead console. Cab rear suspension, air bag type. Fenders shall have flare extensions.
- 2.3.29. **Wheels:** Front: disc; 22.5" steel, 10-stud hub-piloted, flanged nut, metric mount, 9.00 DC rims with steel hubs; Powder coated white. Rear: dual disc; 22.5" steel, 10-stud hub-piloted, flanged nut, metric mount, 8.25 DC rims with steel hubs; powder coated white. Wheel seals in front and back include; oil-lubricated wheel bearings.
- 2.3.28. **Tires:** Rear: four (4), 11R22.5 , load range H, 16 ply. Mud and snow type. Front: two (2), 315/80R22.5, load range L, 20 ply.
- 2.3.30. **Auxiliary Components:** All factory installed electrical wiring and connectors necessary for installation of automated plow and spreader controls.
- 2.3.31. **Mudflaps:** front, standard equipment.
- 2.3.32. **Trailer Hitch:** Truck shall have all items installed for a 90,000 lb. air chamber hitch with counter-sunk sockets for gladhands and electrical connect.
- 2.3.33. **Warranty:** Base vehicle warranty, 24 Months/Unlimited miles. Engine extended service warranty, 5 years/200,000 miles including injectors and turbo. Transmission warranty, 5 years/unlimited miles. Frame rails, cowl and cab structure warranty against corrosion, 5 years/unlimited miles.

**Note: Successful vendor shall be responsible for transporting truck to and from their repair facility for warranty maintenance and repair; includes all applicable service and transport fees and/or charges.**

- 2.3.34. **Manuals:** A service manual, parts manual, wiring diagram and bodybuilder's book for trucks, and line sheet of parts used to build the truck shall be included. A custom parts and Service DVD shall be provided.
- 2.3.35. **Training:** Any training video's that apply to the truck shall be supplied (engine, transmission operation). Any CD's or DVD's used for engine, transmission, and ABS brake diagnosis shall be supplied.
- 2.4. **DUMP TRUCK BODY MINIMUM SPECIFICATIONS**
- 2.4.1. All electronic/electrical wiring shall be soldered, sealed with heat shrink tubing and placed in looms. Component wiring connections shall be run to a sealed junction box(s) to prevent corrosion and ease of repair.
- 2.4.2. **Dump Body:** (DuraClass HPT 316 or equal) 10 foot, 6 yard body with side-wall shaped into a continuous top rail, side and running board configuration and radius corners; all made of 3/16" hi-tensile physical quality steel. Sloped run-board type body with side braces in body and 3/16" hi-tensile steel cross-memberless sub-frame that accepts a single telescopic underbody hoist. The body ends shall be higher than the sides with pockets for extension sideboards. Oak 2" thick sideboards shall be included with two (2) upright spaced evenly apart supports to keep sideboards from flexing

during loading of materials into dump body. The body shall be equipped with three (3) holes, 3" in diameter for the rear side marker light. The body shall have elongated stop, directional and taillights flush mounted in the rear posts. Elongated amber strobe lights shall be mounted in the rear posts directly above the stop/tail lights as well as in the top of the three bend head sheet (on the 45 degree corners) of the body in front and on each side corner right and left. Step welded inside on each side for operator.

- 2.4.3. **Front Head:** The front head shall be one-piece with a 3-bend top, 3" wide and 2" deep with a return flange of 1 3/8" and reinforced mid-height with a horizontal "V" section, all 8-gauge hi-tensile steel.
- 2.4.4. **Floor:** The floor shall be 1-piece with 5" vertical flanges at the sides and is made of 3/16" AR 450 hi-tensile steel.
- 2.4.5. **Sides:** The 30" sides shall be 3/16" hi-tensile steel shaped into a top rail, side and running board configuration of one steel sheet to eliminate the outside seam weld below the top rail and to prevent troublesome moisture and freeze problems. Shall have smooth sloped radius corners. The front and rear corner posts shall be fully enclosed for added strength and resistance to corrosion. Rear corner posts shall be full-depth. The sides shall have 6" high pockets provided front and rear for extension sideboards.
- 2.4.6. **Tailgate:** Reinforced 2-panel straight-type tailgate, multi-position, double-acting with air operated positive action tailgate control and flush mounted offset upper tailgate hinges. The tailgate cross braces shall be sloped for self-cleaning. The tailgate shall be 2-Panel with vertical and horizontal braces. The tailgate shall be made of 3/16" AR450 hi-tensile steel. The tailgate upper hinge pin shall be 1" in diameter. A piece of 1-1/2" angle iron shall be welded full length on top of tailgate to act as a self-cleaning device. The spreader chains shall be 3/8" in diameter proof coil and long enough to support the tailgate in a horizontal position. A 1/2" rod size folding D-ring device shall be positioned and welded in the center along the outside top edge of the top cross-member of the tailgate for use in removal and installation of tailgate.
- 2.4.7. **Sub-frame:** The sub-frame shall be fabricated of 3/16" steel and cross-memberless. The long member shall be a trapezoidal section boxed with a 3" width on the bottom. The long member shall have a "wrapped" reinforced section at the bed pivot pins.
- 2.4.8. **Operating Device:** The operating device shall be an air operated locking device with positive latches to evenly secure lower tailgate pins to body for a good seal. A push switch shall operate the device and shall be mounted on the driver's control console to his right. The tailgate lower hardware shall be of the overshot design made of 1/2" plate and equipped with air cylinders for operation. Grease fittings for cross shaft across back for tailgate must be accessible for maintenance. The cross shaft shall have nuts fastened to ends to provide a manual override for air operated tailgate.
- 2.4.9. **Tarp System:** A fully automatic, quiet, smooth running, electrically powered ribbed aluminum (Aero) tarp covering system shall be installed. The tarp cover must be of heavy quality cloth mesh, proper length and width to accommodate the size of dump body opening. The tarp framework system aluminum with arm guard rubber bumpers and rests. Aero Series 550 Easy Cover tarp system with Aero heavy mesh tarp cover is acceptable. The following items shall be included with the system: A switch mounted near the plow controls, forward and reverse power operated, direct drive, automatic reset circuit breakers, 18 oz. minimum cloth mesh tarp cover with loop in rear to slide over tarp, and underbody spring loaded bars to accommodate rolling and unrolling of the tarp system. The switch shall control a solenoid installed in a weather proof box mounted in the rear truck frame area.
- 2.4.10. **Tool Box:** 24" x 24" x 24" shall be mounted on the driver's side of the truck frame adjacent to the battery box. The box shall be vertically mounted and hinged toward the front. Tool box to be primed and painted black. The box shall be mounted with 1/4" x 3" x 3" angle brackets.
- 2.4.11. **Lighting:** Oval amber flashing 2"x6" LED strobe lights shall be mounted in the top outer flange of the 45 degree headboard cab protector (on each side) and in the rear corner posts above the stop/tail lights. Round LED side marker lamps mounted in rear corner posts. Oval 2" x 6" red LED stop/taillights shall be installed in rear of dump body upright posts. Shall include all electrical wiring switch, controller and hardware necessary to make operational. A bed up warning light shall be installed. All switches shall be illuminated push-button type and mounted in at a location

designated by the County.

- 2.4.12. **Hoist:** A 5" diameter w/ 110-115" stroke high pressure front mounted, three-stage telescopic cylinder, hard chrome plated; hoist frame approximately 6" deep of 5/16" steel; supporting cross-members gussets front and rear to long members; hoist capacity to match body and payload. Body raised indicator light in cab, backup alarm, factory installed body props.
- 2.4.13. **Additional Body Specifications:** A 3/4" thick x width of rear frame steel plate welded into place to house electrical plugs, hydraulic fittings, and D-rings. Ladder on driver's side of dump body, directly behind cab, running up through the body and constructed of 1/4" x 2" flat steel (3 steps: 2 above bottom and one below). Bed shall have a removable, bolt on asphalt lip constructed with 3/16" steel with 3 gussets for support. The end brackets for the asphalt lip shall extend above the lip. A 16" cab protector constructed of 8-gauge steel shall be installed on the body with 1 grab handles welded just below the tarp cover motor. Step mounted inside the dump body and under the front corner of the dump body on the street side. The entire body shall be primed with a salt corrosive inhibitor primer and painted with gloss black urethane paint and with all mounting hardware and welding points painted appropriately. The underside of the body and hoist frame shall be primed with a salt corrosive inhibitor primer and painted gloss black. Mud flaps shall be installed behind the front tires on the truck with 1/4" material acceptable. Mud flaps, anti-sail shall be installed on rear of dump body, 1/2" x 24" x 36" (secured with stainless steel continuous hinge - rear only) and in front of the dual rear wheels on the dump body, 1/2" x 24" x 30", includes anti-sail brackets and holders. Four ratcheting tie-downs shall be welded to the bed sides (horizontally near top) in order to secure a material spreader to the bed. The location of the tie downs will be designated by the County. Bed shall also have a stainless steel shovel holder welded at a location designated by the County. Warning decals and stickers shall be placed where required. Standard equipment supplied as required by OSHA and the Federal Transportation Department.
- 2.4.14. **Plow Hitch:** Installation of Henke Quick-Attach type supplied by the County.
- 2.4.15. **Warranty:** Body, hydraulic components, and labor shall be for One (1) year from the date of delivery against manufacturer's defects. Hoist shall be three (3) years from the date of delivery. Warranty shall be the responsibility of the truck equipment installer. The warranty shall cover all items provided and/or installed to the dealer's truck chassis. Dealer/Builder shall state at what facility and location the warranty work will be performed.

2.5. **CENTRAL HYDRAULIC and AUTOMATIC CONTROLLER SYSTEM MINIMUM SPECIFICATIONS**

- 2.5.1. All items bid will include installation. Component Technology system components acceptable and presently utilized on all trucks in the fleet.
- 2.5.2. All electronic/electrical wiring shall be soldered, sealed with heat shrink tubing and placed in asphalt type looms. Component wiring connections shall be run to sealed junction box(s) to prevent corrosion and ease of repair. All electronic solenoids shall be protected from salt corrosion.
- 2.5.3. **Hydraulic Pump:** The hydraulic pump will be crankshaft driven using a 1280/1310 driveline assembly. Piston pump (load sensing type) must be capable of 52 GPM and 3000 PSI at 2500 RPM (5.48 CID). Pump must have side ports to avoid multiple 90 degree bends in suction line (rear ports unacceptable). Case drain must be positioned as high as possible and directed back to the reservoir without passing through the return line filter. Pump must have the ability to have an internal bleed down compensator, a 1 1/4" keyed shaft with a tapped hole in the end of the shaft to hold the pump yoke on, a 1" split flange pressure port and a 2" split flange suction port. A bolt on N/C low oil shut down valve shall be attached to the pump pressure port that is 12VDC activated. Acceptable model: Sauer-Danfoss model FRL090.
- 2.5.4. **Pump Drive:** Driveline must be 1280/1310 series solid shaft style. Driveline shall come with all crosses, pump end yoke and flange for engine. Pump shall be driven off the engine crankshaft. Driveline shall have a companion flange that un-bolts from the driveshaft for easy belt replacement.
- 2.5.5. **Hydraulic Stack Valve:** The valve shall be a mobile stackable design, load sensing type and shall be capable of a nominal 35 GPM with published flow curves to 40 GPM. Valves must be pressure and flow compensated. Inlet and outlet ports to be 1" o-ring, all working ports shall be 3/4" and 5/8" o-ring. Valve to be arranged as follows: Inlet cap with pressure, tank, and load sense port; Single

acting cylinder spool for hoist, spring return to neutral pressure compensated with a 32 GPM main spool, shall be remote cable controlled. Hoist must raise in 20 seconds or less at 1200 RPM; Double acting cylinder spool for plow angle, spring return to neutral pressure compensated with a 10 GPM main spool, shall be remote cable controlled; For the spreader functions there shall be a manifold assembly that is an integral part of the stack valves that will have a cartridge valve for the auger with a manual override 12VDC proportional controlled 1-15 GPM. The spinner will be 0-7 GPM 12VDC proportional controlled also with a manual override. The manifold assembly shall have the ability to have 2 more cartridges added at a later date for a pre-wet system or anti-ice system without valve disassembly.

- 2.5.6. **Hydraulic Reservoir:** Reservoir shall be a 20 to 30-gallon minimum capacity with the breather cap mounted to an inspection lid. Inspection lid shall also provide for an in-tank mounted return line filter. Breather cap fill neck must be screened and mounted on a riser. Reservoir shall be complete with a sight temperature gauge and a magnetic drain plug. Suction port will allow for installation of a 2" NPT 50 GPM suction screen. Suction screen will have a 3 to 5 PSI by-pass spring. Reservoir to be constructed of 10-gauge steel. As an integral part of the reservoir there shall be an area for mounting of the hydraulic stack valve. Reservoir must be of template style for bulkhead "through" mounting of the valve and be completely free from internal tubing or hoses from the work ports and inlet of the valve. Valve must be removable as a unit with template through the top of the reservoir for service and accessibility. All electrical connections must be made via IP68 rated connectors on the front (cab) side of the reservoir. The enclosure must have a fully potted output module installed in it for all electrical connections for the complete system. This module must be the master for the complete controlling system that operates on a CAN open platform. All hydraulic fittings must exit the bottom of the enclosure and be male JIC bulkheads. Access to the enclosure must be by a removable top lid that is held in place with 2 rubber tie downs. The reservoir filter and fill cap must be accessible without removing a lid or cover. Assembly must be mounted on the driver's side of the vehicle.
- 2.5.7. **Hydraulic Return Filter:** Filter shall be top tank mounted type 10 microns with a by-pass and replaceable cartridge element. Filter shall be capable of 80 GPM flow capacity. Filter shall have one 1 1/4" SAE port with the ability to be machined for another. A bypass condition pressure switch is required and shall light a "Change Filter" message on the system display, switch shall be 22 PSI and have a DIN connector.
- 2.5.8. **"TPE" Wiring Specification:** Wiring and harness system shall meet ISO rating IP68 and NEMA 6. The connectors should have three sealing points (lock ring, raised portion of the molded plastic around each pin, and a viton o-ring) that seals the whole connector. The cable jacket should be TPE-thermoplastic elastomer and molded to the connectors. Connector and harness to be rated and tested for a temperature range from -30 Deg. C. to + 70 Deg. C. Water tight when submerged in 6' of water for 24 hours, in 275' of water for 1 hour, and when subjected to a 1000 PSI pressure wash. The connectors shall be tested to have NO corrosion after 500 hours in a 35 Deg. C. salt spray. Cabling shall be rated excellent in low temperature flexibility and in its resistance to oxidation, heat, oil, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag. All cabling must meet this style.

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**2. Primary Specifications (cont.)**

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- 2.5.9. **Spreader Control System:** The system shall be a CANBUS system that communicates using CAN Open protocol and not a proprietary communications protocol. The control shall be capable of accurately spreading granular and pre-wetting liquid material. Control shall be capable of 6 different material types, capable of closed loop operation on both the auger and spinner, capable of gate control. The display shall alert the operator of any errors in the input signals detected by the microprocessor self diagnostic system. The use of numeric error codes is not acceptable. All codes shall be displayed in English. Control shall be capable of both automatic and manual modes. In the event of an auger, spinner, or liquid sensor failure, the control shall be capable of switching to an open loop mode. Manual mode may be locked out by administrator. System shall be configured for auger and spinner both running in open loop, no sensors. Display shall be mounted where it is easy to see by the operator and the operator panel must be located so it is very easy to reach by the operator without taking their eyes off the road. The system shall consist of four primary modules that reside on the Bus and allow flexibility in mounting configurations. The system is completely expandable and allows for additional modules to be added to the CAN Bus. All four primary components of the system are software upgradeable using a laptop and interface cable. The configuration file of a calibrated system can be saved for transfer to other systems or as a backup providing the ability to use specific configurations for varying vehicle use or operator skill level. The original configuration is maintained at the factory as a secondary backup and is traceable by part number.
- 2.5.10. **Display:** The display shall be a minimum 4" x 6" TFT LCD graphic display with auto dimming backlight, user adjustable position, and Ethernet port for accessing a built in Web server. The Web server can be used to configure or troubleshoot a system by connecting to a PC. Interface shall utilize Internet Explorer and not require any proprietary software to connect to the system. The display provides a built in diagnostic feature allowing technicians to view all input signals real time. The display also provides error logging and system status change logging for reviewing operator inputs. A status window provides the operator with system status messages. The display shall incorporate "soft key" switches that are defined by the system program via the display. The keys shall include a "plus" pattern buttons used to navigate in the system software easily. When configured, the display will incorporate granular rates, both pre-wet and anti-ice rates, anti-ice lane configuration, road/air temperature, hydraulic pressure when designated, system status, error messages, plow float indication, auto/manual mode indication, and material currently being used. Active functions that are not in use shall show "off" and the graphic be "grayed out" for ease of operator interpretation.
- 2.5.11. **Operator Panel:** The operator panel shall be of molded silicone rubber keypad utilizing high life magnetic snap action switches and three high life magnetic 16 position detented encoders used for rate, lane, and liquid control separately. The detented positions will be user programmable as to the value of each increment in the setup menu. The operator panel provides input capabilities to support RS232, RS422, truck speed input, and multiple digital I/O. The panel shall have provisions for the road/air temperature sending unit. The panel has built in LED backlighting that automatically dims with the display for night viewing. The panel shall incorporate the already integrated functions of blast and pause. The panel shall also incorporate integral mode, product, and select switches.
- 2.5.12. **Valve Driver Module:** The IP68 assembly shall be mounted to the valve enclosure providing both interior and exterior electrical connections. The valve driver module drives up to 14 PWM channel, accept a 4-20mA input, 4 closed loop feedback signals, and multiple digital inputs. All PWM outputs are software configurable and can be controlled by closed loop operation, proportional input devices, or digital input devices. The module has built-in over temperature shutdown, over current shutdown, and low voltage shutdown. All electrical connections are IP68 sealed when mated utilizing threaded connections for positive retention. The valve driver module will reside on the BUS as the "master" and all truck values and configurations will be saved in this module.
- 2.5.13. **Software:** The system shall incorporate three levels of security and access that is password protected and defined by the user. The three levels of access called operator, technician, and

administrator shall give the user varying levels of access to the system setup, data, configuration fields, and parameters based upon access given. The “administrator” shall have full access to all menus in the system and have the ability to make system configuration changes as well as system parameter changes. Spreader and liquid functions when controlled utilizing closed loop feedback will incorporate an “auto trim” feature that will allow the system to automatically set the PWM minimums and maximums when engaged. The software shall incorporate a “test speed” mode for use in testing the system safely without requiring the truck to be moving or the drive axles engaged.

- 2.5.14. **Optional System Addition:** Additional price for plow and hoist functions to be controlled 12VDC proportionally and integrated into the above described control system. The option shall include a complete control console assembly with all modules of the system mounted in the console.
- 2.5.15. **Snow Plow Cushion Valve:** A double relief cushion valve must be installed for the angle plow. Valve shall be set at 2000 PSI and have #8 SAE o-ring ports. Valve shall be constructed of a high-tensile cast iron body with ball and spring style relief that has a hardened seat. Valve shall be plumbed at the front of the truck for snowplow angle.
- 2.5.16. **Cable Controls:** Sections 1-3 of the stack valve assembly shall be actuated by the remote valve cable control system. Cables shall be mounted beside driver and easily accessible. Single axis control lever for dump body up/down. Dual axis control lever “+” pattern for plow lift and angle with 2 momentary push buttons for blast and pass. Control levers to be labeled with decals for operation. Controls to be mounted in factory style stand.
- 2.5.17. **Plow Balance Valve:** System to be supplied with plow balance valve. Valve shall reduce the weight on the cutting edge when activated. Valve to be of cartridge and manifold design, electrically activated. Valve shall tee into pressure line between pump and valve. Valve to be designed to offset a specific (adjustable) plow weight when activated. The plow balance system must not affect operation of any other hydraulic function on the vehicle or have an adverse effect on the performance of other hydraulically operated equipment. All normal operations of the plow raise and lower must be maintained without additional tasks. The plow balance system will remain electrically active when lifting the plow from the road surface, valves that require deactivation to raise are not acceptable. Plow lift must be immediate, it is not necessary to turn off the system for plow lift. Plow balance valve shall hold plow in the air indefinitely. The plow balance manifold shall be of cartridge style valving utilizing “floating” style cartridges. The solenoid on/off valve shall have a manual override and will include a test port for checking balance pressure. System must be capable of working off system “Standby Pressure”.
- 2.5.18. **Road/Air Temperature Sensor:** System to be supplied with a remotely mounted air-pavement temperature sensor. Air sensor and pavement sensor must be able to be mounted in different areas on the truck. Temperature sensor must interface with the control system and be displayed on the in-cab display. The sensor must be able to be calibrated in the field by the user with no special tools.
- 2.5.19. **Hydraulic Lines for Spreader:** Two supply and one common return hydraulic lines shall be run to the rear of the bed secured to a flat steel support (running on top of the truck frame cross-members) and terminate in the side of the rear of the dump bed (driver’s side). All lines shall be capped off – County will install quick attach couplers at a later date.
- 2.5.19. **Warranty:** The warranty of the central hydraulic system shall be a full manufacturer’s warranty for a period of 1 year (minimum) unless otherwise covered by a separate component warranty. The warranty of the spreader control system (includes any software and hardware applications) shall be a full manufacturer’s warranty for a period (minimum) of 1 year unless otherwise covered by a separate component warranty. This shall include all parts, labor and trip charge.
- 2.5.20. **Manuals:** A service manual, parts manual, hydraulic and electrical schematic shall be included.
- 2.5.21. **Training:** Any training video’s that apply to the truck spreader and computerized control system shall be supplied. Any CD’s or DVD’s used for fault diagnosis shall be supplied. Vendor shall schedule through the shop superintendent employee general maintenance and operation of the material spreader computerized control system at time of delivery or startup. Subsequent initial mechanical and supervisory training shall be scheduled with the shop superintendent and again when equipment updates become necessary.

- 2.6. **DEVIATIONS**
- 2.6.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. **Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.** Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 2.7. **Designee** – Boone County Public Works
- 2.7.1. **Contact** – Melinda Bobbitt, CPPB, Director of Purchasing, Boone County Purchasing Department, 613 E. Ash Street, Room 110, Columbia, MO 65201. Telephone: 573-886-4391; Facsimile: 573-886-4390 or email: mbobbitt@boonecountymo.org
- 2.8. **Delivery:** Units shall be delivered with Bill of Sale and Title of Ownership.
- 2.8.1. **Delivery Terms:** FOB Destination - Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.9. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.9.1 Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.9.2. Vendor to include product literature for each proposed piece of equipment.
- 2.9.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results are posted and may be viewed on our web page [www.showmeboone.com](http://www.showmeboone.com). (Purchasing/Bid Awards)
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. E-mail Address: \_\_\_\_\_

4.6. Fax Number: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.8. Describe Warranty Features (include locations for service) for all components.

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

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

4.9.1. Authorized Representative (Sign By Hand):

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

Print Name and Title of Authorized Representative

\_\_\_\_\_

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

4.11. Delivery After Receipt of Order: \_\_\_\_\_

4.12. **PRICING**

*Unit Price*

*Qty*

*Extended Price*

4.12.1.	<i>2012 Tandem Axle Dump Truck per Section 2.3.</i>	\$	<i>1</i>	\$
4.12.2.	<i>Dump Truck Body per Section 2.4.</i>	\$	<i>1</i>	\$
4.12.3.	<i>Central Hydraulic/Controller System per Section 2.5.</i>	\$	<i>1</i>	\$
4.14.	<b><i>Total (4.12.1+4.12.2+4.12.3.)</i></b>			\$

4.13. **Identification of Bidders:** How were you notified or heard about this bid/RFP? \_\_\_ newspaper advertisement  
 \_\_\_ Boone County Electronic Bid Notification \_\_\_ other, please list: \_\_\_\_\_

**(Please complete and return with Bid)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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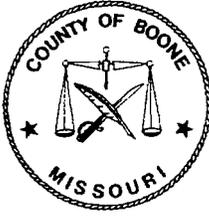
Name and Title of Authorized Representative

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Signature

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Date



**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

### ***Standard Terms and Conditions***

**Melinda Bobbitt, CPPB, Director of Purchasing**  
(573) 886-4391 – Fax: (573) 886-4390

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.

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : Columbia Freightliner  
State : MISSOURI

As of 12-Jul-2012 3:39 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of City of Columbia cooperative contract: 92/2008 – Fleet Maintenance with Cummins Mid-South. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

# COPY

## Boone County Purchasing

Amy Robbins  
Senior Buyer



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

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### MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: July 5, 2012  
RE: 92/2008 Fleet Maintenance

Purchasing and Public Works request permission to utilize the City of Columbia contract 92/2008 Fleet Maintenance with Cummins Mid-South of Columbia, MO.

Invoices will be paid from department 2040 – Public Works Maintenance Operations, account 59100 – Vehicle Repairs and Maintenance. \$7,057 remains in the account at this time.

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
FLEET MAINTENANCE  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 16 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cummins Mid-South** 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 term and supply contract for the furnishing of **fleet maintenance** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for Quote number **92/2008** as well as Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization. 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 and the City of Columbia Request for Quote number **92/2008** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through May 31, 2013** subject to the provisions for termination specified below.

3. **Rates and Charges** - Contractor agrees to provide fleet maintenance in accordance with its bid response at the charges specified therein during the contract period. 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 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.

4. **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 hardware and/or 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 or in the event funding by grant or otherwise is discontinued.

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.

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

**CUMMINS MID-SOUTH**

**BOONE COUNTY, MISSOURI**

by Don DeLise  
title Service Manager

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

APPROVED AS TO FORM:  
[Signature]  
County Counselor

ATTEST:  
Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Jane E Pitchford  
Signature by ejf

7/23/12  
Date

2040 / 59100 Term and Supply  
No Encumbrance Required  
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.
17. This is not an exclusive Term and Supply agreement that guarantees a given contractor all of the service work for the County. The County reserves the right to purchase installation and repair service from other suppliers.

**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.



**CITY OF COLUMBIA, MISSOURI**  
FINANCE DEPARTMENT  
PURCHASING DIVISION

5/2/12  
**NOTIFICATION OF CONTRACT RENEWAL**

**CITY OF COLUMBIA CONTRACT**  
**92/2008**

**CONTRACT PERIOD: June 1, 2012 through May 31, 2013**

The City of Columbia has renewed the above contract with your firm with no price increase, for one additional year. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

<b>CONTRACT NUMBER</b>	<b>RENEWAL TERM</b>	<b>CONTRACT YEAR</b>	<b>VENDOR NUMBER</b>	<b>VENDOR NAME/ADDRESS/PHONE</b>
92/2008	06/1/12 – 5/31/13	5 of 5	14995	Cummins Mid-South 5221 Hwy 763 South Columbia, MO 65202 Attn: Doug Belshe Phone: 573-449-3711 Fax: 573-449-3712

**Contract Description: Fleet Maintenance – Term & Supply**

**Price: See Attached**  
**Items: See Attached**  
**Terms: Net 30 days**

**Notes from Procurement Officer:**

Sincerely,

Melinda Pope, Procurement Officer  
City of Columbia  
Purchasing Division  
(573) 874-7375

CC: Eric Evans

Type of service offered:	Year 3	Year 4	Year 5
<u>Labor (regular)</u> per hour in shop:	\$87.00	\$87.00	\$87.00
per hour in field:	\$87.00	\$87.00	\$87.00
<u>Labor (overtime)</u> per hour in shop:	\$130.50	\$130.50	\$130.50
per hour in field:	\$130.50	\$130.50	\$130.50
Minimum labor charge:	\$87.00	\$87.00	\$87.00
Collision - Per Hour Hazardous Waste Fee	1% of labor	1% of labor	1% of labor
Mileage svc chg/inside City limits:	\$25.00	\$25.00	\$25.00
Mileage svc chg/outside City limits:	\$2.50	\$2.50	\$2.50
<u>Mileage svc chg for -</u>			
Mileage Grissum Bldg: - Flat Rate	\$25.00	\$25.00	\$25.00
Mileage WWTP:	\$25.00	\$25.00	\$25.00
Mileage W&L Dist: - Flat Rate	\$25.00	\$25.00	\$25.00
Mileage PMC: - Flat Rate	\$25.00	\$25.00	\$25.00
Mileage Landfill: - Flat rate	\$25.00	\$25.00	\$25.00
Mileage CRA: - Flat rate	\$50.00	\$50.00	\$50.00
Mileage WTP: Flat Rate	\$25.00	\$25.00	\$25.00
Misc shop supplies chg, % of labor:	8%	8%	8%
<b>Parts Percentage Discount from Manufactures List</b>			
Cummins/Cummins Recon	Fleet Disc	Fleet Disc	Fleet Disc
<b>Warrenty Period on Repairs</b>			
a General Engine, transmission, Diff Repairs	Manufacture Warr	Manufacture Warr	Manufacture Warr
b Overhaul complete, of engines	Manufacture Warr	Manufacture Warr	Manufacture Warr
c Overhaul complete, of Transmissions	Manufacture Warr	Manufacture Warr	Manufacture Warr
d Remanufactured engines	Manufacture Warr	Manufacture Warr	Manufacture Warr
e Remanufactured transmissions	Manufacture Warr	Manufacture Warr	Manufacture Warr
f Remanufactured Differentials	Manufacture Warr	Manufacture Warr	Manufacture Warr
g Electrical System Repairs	Manufacture Warr	Manufacture Warr	Manufacture Warr
h Front End Alignment	Manufacture Warr	Manufacture Warr	Manufacture Warr
i Brake System Repairs	Manufacture Warr	Manufacture Warr	Manufacture Warr
j A/C system repairs	Manufacture Warr	Manufacture Warr	Manufacture Warr
k Steering Sysatem Repairs	Manufacture Warr	Manufacture Warr	Manufacture Warr
l Collision/Body Work	Manufacture Warr	Manufacture Warr	Manufacture Warr
	90Days on Workmanship Issues	90Days on Workmanship Issues	90Days on Workmanship Issues



**CITY OF COLUMBIA  
PURCHASING DIVISION**

Melinda Pope, Procurement Officer  
701 E Broadway, 5<sup>th</sup> Floor  
COLUMBIA, MO. 65201  
Phone (573) 874-7375 Fax (573) 874-7762  
[mpc@columbiemo.com](mailto:mpc@columbiemo.com)

**CONTRACT RENEWAL REQUEST**

**5/1/2012**

**Cummins Mid-South  
5221 Hwy 763 South  
Columbia, Mo 65202  
Attn: Doug Belshe  
Phone: 573-449-3711  
Fax: 573-449-3712**

The City of Columbia is considering the option to renew the contract listed below for one additional year, effective June 1, 2012 through May 31, 2013. Please advise, by return fax or email, as soon as possible, your firm's intent to continue this contract at current terms and pricing.

Please note on an attachment any changes to prices, if applicable, for the next contract year. If a price increase is requested, please provide a brief explanation stating why the increase is required below.

**Price: See Attached**

**Payment: Net 30**

As vendor you agree to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

Please send a current certificate of insurance with the City of Columbia listed under additionally insured.

Sincerely,  
Melinda Pope, Procurement Officer  
City of Columbia, Purchasing Division

**CONTRACT NUMBER: 92/2008**  
**CONTRACT DESCRIPTION: Fleet Maintenance- T & S**  
**AWARD DATE: June 1, 2012 thru May 31, 2013**  
**CONTRACT YEAR: 5 of 5**

**Yes, Accept Renewal with No  
Price Increase (X)**

**No, I Decline Contract  
Renewal (X)**

**Accept Renewal with Attached  
Price Changes (X)**

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Price Increase Explanation \_\_\_\_\_

Authorized Signature

CC: Eric Evans

REQUEST FOR QUOTATION #: 92/08

Cummins Mid South

Type of service offered;	Year 3	Year 4	Year 5
Labor (regular) per hour in shop:	\$87.00	\$87.00	
per hour in field:	\$87.00	\$87.00	
Labor (overtime) per hour in shop:	\$130.50	\$130.50	
per hour in field:	\$130.50	\$130.50	
Minimum labor charge:	\$87.00	\$87.00	
Collision - Per Hour Hazardous Waste Fee	1% of labor	1% of labor	
Mileage svc chg/inside City limits:	\$25.00	\$25.00	
Mileage svc chg/outside City limits:	\$2.50	\$2.50	
Mileage svc chg for -			
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Mileage WWTP:	\$25.00	\$25.00	
Mileage W&L Dist: - Flat Rate	\$25.00	\$25.00	
Mileage PMC: - Flat Rate	\$25.00	\$25.00	
Mileage Landfill: - Flat rate	\$25.00	\$25.00	
Mileage CRA: - Flat rate	\$50.00	\$50.00	
Mileage WTP: Flat Rate	\$25.00	\$25.00	
Misc shop supplies chg, % of labor:	8%	8%	
<b>Parts Percentage Discount from Manufactures List</b>			
Cummins/Cummins Recon	Fleet Disc	Fleet Disc	
<b>Warrenty Period on Repairs</b>			
a General Engine, transmission, Diff Repairs	Manufacture Warr	Manufacture Warr	
b Overhaul complete, of engines	Manufacture Warr	Manufacture Warr	
c Overhaul complete, of Transmissions	Manufacture Warr	Manufacture Warr	
d Remanufactured engines	Manufacture Warr	Manufacture Warr	
e Remanufactured transmissions	Manufacture Warr	Manufacture Warr	
f Remanufactured Differentials	Manufacture Warr	Manufacture Warr	
g Electrical System Repairs	Manufacture Warr	Manufacture Warr	
h Front End Alignment	Manufacture Warr	Manufacture Warr	
i Brake System Repairs	Manufacture Warr	Manufacture Warr	
j A/C system repairs	Manufacture Warr	Manufacture Warr	
k Steering System Repairs	Manufacture Warr	Manufacture Warr	
l Collision/Body Work	Manufacture Warr	Manufacture Warr	
	90Days on Workmanship Issues	90Days on Workmanship Issues	



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
05/02/2012

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  Willis of Tennessee, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Liberty Mutual Fire Insurance Company		23043-012
INSURED  Cummins Mid-South, LLC 3770 S. Perkins Road Memphis, TN 38118	INSURER B: Liberty Insurance Corporation		42404-001
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 17857151

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 ITR	TYPE OF INSURANCE	ADD'L INSRD	SUBR 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			TB2651289147021	10/10/2011	10/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			AS2651289147031	10/10/2011	10/10/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
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 \$ 10,000			TH7651289147011	10/10/2011	10/10/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC7651289147011	10/10/2011	10/10/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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)

**CERTIFICATE HOLDER****CANCELLATION**

City of Columbia Attn: Melinda Pope 701 E Broadway, 5th Floor Columbia, MO 65201	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  
---	--

Coll:3718360 Tpl:1345182 Cert:17857151 © 1988-2010 ACORD CORPORATION. All rights reserved.



City of Columbia, MO Mail - Re: 92/2008 Fleet Maintenance (Cummins)

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**Re: 92/2008 Fleet Maintenance (Cummins)**

1 message

---

**Eric Evans** <eee@gocolumbiamo.com>  
To: Sarah Spatafora <sjspataf@gocolumbiamo.com>

Mon, Apr 23, 2012 at 4:00 PM

Recommend renewal.

On Mon, Apr 23, 2012 at 3:12 PM, Sarah Spatafora <sjspataf@gocolumbiamo.com> wrote:

Contract is currently with Cummins Mid-South in year 4 of 5.

Do you want to renew??

Have the products/Services been satisfactory??

Are there any problems that need to be resolved before renewing??

Are there any changes, additions or deletions in products/services needed before renewing??

PLEASE LET ME KNOW AS SOON AS POSSIBLE SO THAT I CAN START THE RENEWAL PROCESS.

--  
Thank you for your interest in doing business with the City of Columbia.  
Sarah Spatafora  
ASA II Purchasing City of Columbia  
Phone: 573-874-7376  
Fax: 573-874-7762



City of Columbia, MO

**Re: 92/2008 Fleet Maintenance (Cummins)**

4/24/12 10:53 AM

**Darrell Anderson** <dma@gocolumbiamo.com>  
To: Sarah Spatafora <sjspataf@gocolumbiamo.com>

Tue, Apr 24, 2012 at 7:34 AM

yes

On Mon, Apr 23, 2012 at 3:12 PM, Sarah Spatafora <sjspataf@gocolumbiamo.com> wrote:

Contract is currently with Cummins Mid-South in year 4 of 5.

Do you want to renew??

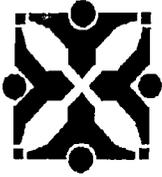
Have the products/Services been satisfactory??

Are there any problems that need to be resolved before renewing??

Are there any changes, additions or deletions in products/services needed before renewing??

PLEASE LET ME KNOW AS SOON AS POSSIBLE SO THAT I CAN START THE RENEWAL PROCESS.

—  
Thank you for your interest in doing business with the City of Columbia.  
Sarah Spatafora  
ASA II Purchasing City of Columbia  
Phone: 573-874-7376  
Fax: 573-874-7762



**REQUEST FOR QUOTATION  
CITY OF COLUMBIA  
FINANCE/PURCHASING DIVISION  
LOWER LEVEL, 800 CHERRY STREET  
COLUMBIA, MISSOURI 65201**

**BID DATE: April 8, 2008**

**BID NUMBER: RFQ 92/2008  
BID CLOSING DATE: May 6, 2008  
2:00 p.m., CST, Tuesday**

**BUYER: Elizabeth Sanders, CPPB  
PHONE: (573) 874-6317**

**BID HEADING: FLEET MAINTENANCE- TERM & SUPPLY**

**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

1. Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, Lower Level, 800 Cherry Street., Columbia MO 65201, until the bid closing date and time indicated above for furnishing the City of Columbia the materials, supplies, equipment or services shown on the attached sheets.
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 sign the bid. **Bids must be submitted in a sealed envelope identified with the bid number and date of closing on the outside.** If you do not care to bid, please return bid sheet(s) and note your reason.
3. Identify the item you will furnish by brand or 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 Purchasing Agent considers the most advantageous to the City.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. Federal tax exemption certificate 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.
8. All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
9. The City of Columbia reserves the right to cancel all or 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 City Purchasing Agent.
10. In case of any default by the bidder, the City of Columbia 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 Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
11. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
12. Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
13. **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, Buyers will not repeat prices after an opening via telephone request. Please do not make such requests.
  - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Purchasing Division 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 Purchasing Division for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.



14. **SUBMITTAL OF BIDS BY TELEGRAM/WIRE:** Bids submitted by electronic transmission will only be accepted under the following conditions:
  - a. The description must be clear, concise, and detailed to easily identify what is offered for a specific item in the bid document,
  - b. Prices quoted must be unit prices with extensions, delivery lead time, and payment terms along with special conditions or restrictions placed on your offer,
  - c. The telegram/wire must be delivered to the Purchasing Division prior to the bid closing time and date in a sealed envelope. The outside of the envelope must state the name of the company submitting the bid, the bid number, and the date and time of closing,
  - d. The original signed bid documents and supporting information must be received in the Purchasing Division by 5:00 P.M. the next day following the bid closing date.
15. **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 Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent 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 Purchasing Agent 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.
16. The Purchasing Agent 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 re-submittal at the new date and time of bid closing.
17. **BID RESPONSE:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please return the bid form which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
18. **BID ACCEPTANCE:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail.
19. **MATERIAL STANDARDS:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register.
20. **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 City.
21. **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.
22. **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 City by any other clause of this contract or by law.
23. **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 City, whichever is later. For discount purposes, payment is made when the check is mailed.
24. **PATENTS:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.



25. **CHANGES:** The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
26. **DISPUTES:** If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
27. **TERMINATION FOR DEFAULT:** The Purchasing Agent 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.
28. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so 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 City 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.
29. **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 and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment 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 City, 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 City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
30. **ESTIMATED QUANTITIES:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
31. **FUND ALLOCATION:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (October 1 - September 30).
32. **OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government 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.
33. **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."
34. **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.
35. **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 the 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 City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



## RFQ #92/2008 - FLEET MAINTENANCE

### SCOPE OF WORK:

The City of Columbia has approximately 1100 vehicles, pieces of equipment, and trailers, of various manufactures, which require the service of private firms to provide MAINTENANCE AND REPAIR SERVICE, on an as-needed basis. The various makes/models/types/years of vehicles and equipment to be covered under this contract are listed herein.

### INTENT OF SPECIFICATIONS:

The intent of these specifications is to establish contractual price agreements for furnishing maintenance and repair services, including parts, for the various classifications, types and makes/models of vehicles and equipment specified herein.

### AWARD:

Original Equipment Manufacturer (OEM): Awards will be made for each OEM certified repair facility to provide repairs and services for vehicles and equipment by type manufacturer. However, where multiple OEM certified vendors respond, each bid response will be evaluated using the criteria listed in the following "Services" paragraph.

Services: After consideration of all applicable parts discounts, mileage charges, labor rates, flat-rate-service charges (where applicable), and quality of vendor's facility and personnel, this bid will be awarded to the responsive firm(s) deemed most responsible, offering lowest net prices to the City of Columbia for each type of service quoted.

Multiple Awards: The City, in order to insure adequate service and parts coverage for all its equipment, reserves the right to make multiple awards for each service area, OEM or after-market brand quoted, with primary contracts going to the firm(s) meeting the requirements described in the "Services" section above. Secondary and tertiary contracts would go to the second and third lowest and best bid.

### CONTRACT PERIOD:

Effective date of this contract shall be from date of award through **May 31, 2009**.

Contract may, upon mutual written consent with individual vendors, be renewed for a maximum of four (4) additional one-year periods.

Prior to any contract renewal, the following three criteria must be met by the contractor(s):

- 1) Contractor's performance during the prior contract period must have been acceptable to the City. The City shall be the sole judge as to whether the Contractor's performance has been acceptable; and whether the Contractor has properly fulfilled the contract terms, conditions and intent.
- 2) Contractor's requests for price adjustment are in accordance with the guidelines specified in the following section, titled Escalation/De-escalation.



- 3) All renewals must be in writing and signed by both parties prior to renewal becoming effective.

**ESCALATION/DE-ESCALATION:**

After the initial contract period, and prior to any subsequent contract renewals, the contractor may request price adjustments in the hourly rates, service charges and mileage rates. The City will review the requested adjustments in comparison with the Consumer Price Index (CPI), and any approval for adjustment will be made in accordance with the CPI.

Any such adjustment shall be allowed only upon written request from the contractor and must be received by the City Purchasing Division at least thirty (30) days prior to the expiration date of the current contract period. Should the City disapprove any requested adjustment under the provisions of this article, the contractor may cancel the contract upon delivery of thirty (30) days written notice to the Purchasing Division.

In the event the City requests a decrease under the provisions of this article and the decrease is disallowed by the contractor within (15) working days, the City may cancel the contract.

Annual adjustments of contract pricing may be proposed, to be effective the first day of June of each year from and after May 1, 2009, based on the final Producer Price Indexes as published by the U.S. Department of Labor, Bureau of Labor Statistics, using December 2008 as the base index. The price adjustment will be computed each year in accordance with the following formula:

$$\frac{\text{New December Index}}{\text{December 2008 Index}} \times \$ \frac{\text{original quoted price}}{\text{original quoted price}} = \text{Adjusted price}$$

Any such adjustments in prices for service shall not result in the City paying higher percentage of increase or lower percentage of decrease in prices than has been used in establishing general price changes in the contractor's prices to other customers.

**TERMINATION:**

In the event that the services provided by the contractor(s) proves unsatisfactory, and problems cannot be resolved satisfactorily, the contract for the services may be terminated by the City of Columbia upon thirty (30) days written notice to the contractor.

**PRIORITY BASIS FOR SERVICE AND PARTS:**

Maintenance and repair services will be ordered on the following priority basis:

- a) **Services:** The City, in allocating repairs, will first contact the primary contractor for the particular type, make/model of equipment requiring service or for the particular repair service required; if the primary contractor is unable to carry out the repairs in the time allocated due to a present back-log or work-load, the City may contact the secondary contractor, the tertiary contractor, etc.



- b) Other factors that may be considered by the City in assigning each individual repair are:
- 1) Vendor's past performance during similar repairs on similar equipment;
  - 2) Vendor's expertise and knowledge of the equipment being repaired or the type of repair;
  - 3) Location of the City's equipment in relation to the vendor's repair facility. If a situation should arise where the City can actually save money overall, due to administrative or transportation costs and repair costs, by sending the equipment to be repaired to a secondary or tertiary vendor in lieu of the primary vendor, the City reserves the right to do so.

**DEFINITIONS:**

For purposes of this specification and any subsequent contract(s) the following definitions will apply:

- a) Preventive Maintenance Service shall be defined as routine, scheduled maintenance performed based on miles, hours or days accrued by the vehicle/equipment. Included in routine maintenance are such tasks as changing oil, fluids, and filters as well as lubrication and adjustments as necessary to meet the requirements of the manufacturer and the requirements of the City. The City has prepared preventive maintenance checklists that must be used and completed for each preventive maintenance service.
- b) Repair Service shall be defined as the maintenance or repair, including necessary parts, of City owned, leased or maintained equipment by the vendor's personnel either at the vendor's repair facility, a city repair facility or in the field, to put into good or sound condition after damage or the effects of wear and tear, to include, but not limited to, preventive maintenance, scheduled maintenance, etc.
- c) Overhaul shall be defined, for purposes of this contract and warranties, as the complete rebuilding or re-manufacturing of a part, component, system or unit of equipment using all new, rebuilt or re-manufactured components or parts, as may be recommended by the original equipment manufacturer (OEM). When overhauled, a piece of equipment should for intents and purposes, meet or exceed the minimum OEM's specifications.
- d) List Price shall be defined as the manufacturer's published price in the manufacturer's latest national standard printed price list and so recognized by the trade.

**PARTS, GENERAL INFORMATION:**

The price quoted shall be in the form of a discount from "List Price".

Industry-wide price increases, as reflected in newly published manufacturer's price listings, will be honored; however, percentage discounts offered will not be subject to adjustment.

The City reserves the right to request from each bidder prior to the award of any contract, a copy of the manufacturer's current genuine parts price list for items quoted. The vendor(s) for each manufacturer's equipment, parts or supplies will be required to provide at least one copy of such price list(s), and all subsequent revisions hereto, during the contract period.



The City must receive changes to price lists at least five (5) working days prior to the increased price list becoming effective to the City. No increase will be retroactive. Orders placed with the vendor for parts or materials prior to the City receipt of required price changes will be honored.

**SHOP TICKETS:**

The contractor shall prepare an individual **vehicle-itemized** shop repair ticket upon completion of each repair or maintenance service. **This ticket shall specify, in a legible manner, the type of service or repairs performed; a listing of all parts, materials, supplies and components installed or used; City Vehicle Number; and the number of hours of each classification of labor used in the repair or service performed.** The ticket shall be priced out giving the price of parts and/or materials less discounts offered in the bid; labor charges at hourly rates offered in the bid; flat rate charges; sub-let items, etc, if the information is available at the time of completion of repairs.

At the time the vehicle or equipment is accepted and picked up, the shop ticket must be signed by the City's representative and copy presented to the representative for the City's records. The ticket must clearly show the appropriate city purchase order number.

The contractor agrees to maintain detailed, complete, accurate and legible records to document compliance with this contract, and to make records available for examination by authorized City representative for a period not to exceed five (5) years.

**PAYMENT:**

All invoices shall be **LEGIBLE** and submitted in **DUPLICATE** to the following address:

City of Columbia  
Finance/Accounts Payable Division  
PO Box 7236  
Columbia, Mo 65205

All invoices must include the following minimum information:

- a) City Department & Purchase Order Number;
- b) Vehicle make/model, license number, current mileage and/or hours;
- c) Itemized shop repair ticket and number;
- d) Date of Service;
- e) Total charges for labor to include total hours, priced separately for each job step;
- f) Total charges for parts, priced separately for each job step;

City of Columbia will generally pay within thirty (30) days of approval of invoice.

Subcontracting: Contractor may subcontract for services to be performed with prior approval of the City Purchasing Agent. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is the *lesser*.



**Method of Charges:** The Chilton or Mitchell labor manual will be used to determine repair time. When work performed is covered by the Chilton/Mitchell manual specified by the Contractor on the Bid Response, contractor shall charge for labor an amount equal to the contract hourly rate multiplied by the number of hours shown on the applicable published flat rate/time schedule for such repairs in effect on the date such repairs were performed.

Notwithstanding the prices quoted in the contractor's Bid Response, the City shall receive the lowest rate contractor charges the general public or what other commercial contracts receive if that rate is lower than the price as determined by the vendor's bid response.

For services not specifically covered by the Chilton/Mitchell flat rate manuals, or in those cases where a multiple of services covered by the flat rate manual are combined at the request of the City, an estimate for the number of hours required to perform the service shall be supplied by the contractor at the time the covered vehicles are brought into the contractor's shop or inspected at a City facility.

If approved by the city, this estimate shall become the ceiling as to the maximum number of hours to be charged for labor under the contract for that repair order. Time allowance for such work shall be the actual hours of productive labor necessary to complete the job, but not to exceed the ceiling.

If the ceiling offered by the contractor is deemed to be unreasonable by the City, or otherwise subject to question based on cost experience and estimates of prevailing costs of such work, the City retains the right to procure the services on the open market, subject to approval by the Purchasing Agent.

Contractor shall maintain individual daily job tickets and/or employee work records for work performed under this contract which are not covered by applicable labor manual. Individual daily job tickets and/or employee work records shall be legible and prepared in ink and shall include, at least, the following:

- a) Name of Employee
- b) Date/Time when work was performed
- c) Job number
- d) Number of direct hours of work performed
- e) Signature of employee

As with any repair, if the contractor discovers additional items than should be repaired or replaced, contractor must receive approval from the ordering agency prior to doing the work.

As with any repair, if the contractor discovers that any part of the work ordered does not need to be performed, he shall inform the ordering agency and receive instructions prior to proceeding.

#### LOCATIONS:

Contractor(s) under these specifications, depending on their original individual offers, may be required to pick up for repair, repair on-site, or at contractor's facility the various vehicles or equipment located at these facilities:

Grissum Building  
1313 Lakeview Ave  
Columbia, Mo 65201

Waste Water Treatment Plant  
4900 West Gillespie Bridge Road  
Columbia, Mo 65203



Water & Light Distribution  
1514 Business Loop 70 E  
Columbia, Mo 65201

Parks Management Center  
1507 Business Loop 70 W  
Columbia, Mo 65201

Columbia Sanitary Landfill  
7600 Peabody Road  
Columbia, Mo 65202

Columbia Regional Airport  
11,300 South Airport Drive  
Columbia, Mo 65201

Water Treatment Plant  
6851 W. Route K  
Columbia, Mo 65203

#### WARRANTY:

Notwithstanding inspection and acceptance by the City or any provisions concerning the conclusiveness thereof, the contractor guarantees and warrants that all material furnished and all services performed under this contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a minimum period of 180 days or 4000 miles, whichever occurs first (or longer period if stated in the bid response). The contractor shall remedy all such defects at his own expense within one workday after notification by the ordering agency.

Should a warranty for a new or rebuilt assembly or subassembly offered by a manufacturer or re-manufacturer be longer than that stated above, it shall apply for such longer period.

The City shall give written notice of such defects or nonconformance to the contractor with the applicable warranty period. Such notice shall state that either (a) the contractor shall correct any defective or nonconforming materials or services, or (b) the City does not require correction. If contractor is required to correct or re-perform, it shall be at no cost to the City, and any materials or services corrected or re-performed by the contractor pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If City does not require correction or re-performance, the Purchasing Agent shall make the equitable adjustment in the contract price.

#### TYPES OF SERVICES:

The following is a partial listing, in alphabetic order, of the various types of repair and maintenance service the City may require from its vendors under the terms of these specifications:

- Air conditioning repair
- Brake repairs
- Drive train and differential repairs
- Electrical system repairs
- Engine tune ups/overhaul
- Front end alignments
- Frame repair & straightening
- Hydraulic repairs
- Liftgate repairs & replacement
- Lubrication



Towing  
Transmission Repair  
Build Driveshafts / Driveshaft Balancing  
Cutting/Welding/Custom Fabrication

Bidders shall indicate on the enclosed questionnaire which repair and maintenance services their firm is both capable of and willing to provide to the City under the prices, terms, and conditions of this bid.

**LISTING OF EQUIPMENT:**

The following is a partial listing of the manufacturers of equipment to be serviced under the terms of the bid:

Detroit Diesel  
Allison Transmission  
Volvo  
International  
Mack  
Cummins  
Caterpillar  
Peterbilt  
Ford  
Dodge/Chrysler  
General Motors/Chevrolet  
Hyundai  
Toyota  
John Deere  
Terex  
Crane Carrier Corp.  
New Flyer Bus  
Gillig Bus  
Eldorado Bus  
Sutphen Fire Apparatus

**PICK-UP AND DELIVERY:**

The City may require vehicles to be picked up by the contractor within three (3) working hours after a written or oral order is received by the contractor.

The City may require repaired vehicles to be delivered to the ordering department/division within the time prescribed below.

Issuance of Repair Order: At the time of pick-up and/or delivery, the City representative will give the contractor a repair order listing the vehicle services to be accomplished and the agreed delivery time for the return of the vehicle by the contractor. If requested, the vendor must provide an estimate on the cost and time to complete repair. The maximum price shown on the repair order will not be exceeded without prior



approval of the City, in which event the repair order will be modified accordingly. Such approval will be given only when something new or additional is determined by the City to be necessary during the progress of the work being done. No verbal order or change to an existing written order shall be accepted by the Contractor unless such instructions are immediately written by the contractor on his standard shop order form.

**Delivery Time:** After receipt of the vehicle by the contractor, the City requires that the vehicle be repaired and returned within eight (8) working hours following the time authorized for the repair in the flat rate manual or time agreed to for services that are not listed in the flat rate manual. Contractor's workday, for the purpose of delivery time, is (8) hours per day, Monday through Friday, excluding legal and federal or state holidays.

If, after repair order is written, delivery time required for repairs or services is longer than that on which the award is based because of the non-availability of required parts, the contractor must request of the ordering department and obtain an authorized extension of time. However, the ordering office has the right to have the work done elsewhere in lieu of authorizing an extension of time.

**INSPECTION:**

Final inspection and acceptance by the City shall be made at destination as designated in the repair order. Every unsatisfactory delivery will be reported in writing to the Contractor. However, final inspection and acceptance at destination does not preclude the City's right to inspect completed work prior to shipment from the contractor's facility nor does it waive any rights as outlined in these specifications.

**BIDDERS QUALIFICATION QUESTIONNAIRE  
REPAIRS AND MAINTENANCE**

**1. SELECT TYPE OF SERVICE THAT YOU OFFER**

(Select 1 box only; marking more than one box may cause your bid to be rejected)

- |                    |     |                   |     |                    |     |
|--------------------|-----|-------------------|-----|--------------------|-----|
| OEM General Motors | ( ) | OEM Caterpillar   | ( ) | Heavy Truck        | ( ) |
| OEM Chrysler       | ( ) | OEM Cummins       | ( ) | Off Road Equipment | ( ) |
| OEM Ford           | ( ) | OEM International | ( ) |                    |     |

**DOES YOUR FACILITY OFFER A FULL LINE OF COLLISION, BODY REPAIR AND CUSTOM FABRICATION WORK?** Yes ( ) No ( )

2. Name of Parts Manager: \_\_\_\_\_  
 Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_
3. Name of Service Manager: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
4. Name of Billing Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_



5. Normal Hours of Operation:  
Weekdays: \_\_\_\_\_ Weekends: \_\_\_\_\_

6. Can you provide emergency road service? YES or NO

If so, indicate maximum expected response time from service call: \_\_\_\_\_ hours

7. **Services:**

In the spaces provided below, specify the various types of repair services your firm will furnish to the City under the prices, terms and conditions of this bid. (Example: engine repair, oil change, lube, front end alignment, etc). Bidder may attach additional sheet for additional services.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. By submitting a bid for this RFQ, does the bidder certify that the shop(s) that would do the work under this contract have the necessary computerized analysis equipment required by the OEM manufacturer to perform the required services on the respective vehicles/equipment?

YES or NO

9. Warranty period on repairs:

Days

- |   |       |
|---|-------|
| a) General engine, transmission, diff repairs | _____ |
| b) Overhaul complete, of engines              | _____ |
| c) Overhaul complete, of transmissions        | _____ |
| d) Remanufactured engines                     | _____ |
| e) Remanufactured transmissions               | _____ |
| f) Remanufactured differentials               | _____ |
| g) Electrical system repairs                  | _____ |
| h) Front end alignment                        | _____ |
| i) Brake system repairs                       | _____ |
| j) Air conditioning system repairs            | _____ |
| k) Steering system repairs                    | _____ |
| l) Collision / Body Work                      | _____ |
| m) Other repairs (specify below)              | _____ |
| _____   | _____ |
| _____   | _____ |
| _____   | _____ |



10. Are your parts, including OEM parts, marked-up if installed (back counter) in your shop?

Yes ( ) No ( )

If answered yes, what is your mark up % \_\_\_\_\_.

11. Parts Percentage Discount from Manufacturer List-

Brands of OEM equipment and/or after-market or general market brands of replacement parts, components and supplies for which you are willing and capable of either providing repair service including parts, and/or selling "over-the-counter" on a pickup or delivery basis to the City:

*(List alphabetically)*

Manufacturers-Brand Names

% Discount  
from List

a) \_\_\_\_\_

\_\_\_\_\_

b) \_\_\_\_\_

\_\_\_\_\_

c) \_\_\_\_\_

\_\_\_\_\_

d) \_\_\_\_\_

\_\_\_\_\_

e) \_\_\_\_\_

\_\_\_\_\_

In a separate attachment, and using the same format as above, bidder may offer additional brands of equipment or after-market/general brands of replacement parts, components, or supplies.

12. Labor (Regular) \$ \_\_\_\_\_ per hour in shop  
\$ \_\_\_\_\_ per hour in field

Labor (Overtime) \$ \_\_\_\_\_ per hour in shop  
\$ \_\_\_\_\_ per hour in field

13. Minimum Labor charge: \$ \_\_\_\_\_



14. Mileage / service charge (for work performed inside City limits)  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Mileage / service charge (for work performed outside City limits)  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Mileage / service charge for work performed at City of Columbia locations listed below:

Grissum Building  
1313 Lakeview Ave  
Columbia, Mo 65201  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Waste Water Treatment Plant  
4900 West Gillespie Bridge Road  
Columbia, Mo 65203  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Water & Light Distribution  
1514 Business Loop 70 E  
Columbia, Mo 65201  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Parks Management Center  
1507 Business Loop 70 W  
Columbia, Mo 65201  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Columbia Sanitary Landfill  
7600 Peabody Road  
Columbia, Mo 65202  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Columbia Regional Airport  
11,300 South Airport Drive  
Columbia, Mo 65201  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_

Water Treatment Plant  
6851 W. Route K  
Columbia, Mo 65203  
\$ \_\_\_\_\_ per mile, or Standard Flat rate charge of \$ \_\_\_\_\_



15. If your facility offers a full line of collision, body repair and custom fabrication work.

Hourly labor rate \$ \_\_\_\_\_

16. Hazardous Waste Fee, \$ \_\_\_\_\_  
Not to exceed a maximum charge of \$12.00, PER REPAIR ORDER.

Check box if this charge does not apply to your Standard billing ( )

17. Miscellaneous Shop Supplies Charge. \_\_\_\_\_% of labor.  
Not to exceed a maximum charge of \$25.00, PER REPAIR ORDER.  
(This to include nuts and bolts, cable ties, silicone, cleaning supplies, battery cleaner & protector, shop towels and other miscellaneous items not listed on repair order)

Check box if this charge does not apply to your Standard billing ( )

18. If awarded a contract, will bidder extend pricing as quoted herein to members of the Mid Missouri Purchasing Cooperative? Members are governmental entities such as Boone County, Columbia Public Schools, University of Missouri-Columbia, City of Centralia, City of Fulton. This is a partial listing of members. A complete list is available upon request. A negative response to this item will not affect city's evaluation of this bid for award. YES NO

**BID SUBMITTAL**

Instructions- Provide all requested information listed in this bid document, seal in envelope and clearly mark company name, bid number and Closing Date on the outside of envelope. Sealed bids must be received by City Purchasing no later than the date and time noted on the cover sheet of this bid. If you elect not to bid, return with NO BID on envelope and enclose explanation for declining. You may fax your NO BID to Purchasing Division, FAX 573-874-7762.

**SPECIAL CONDITIONS**

1. All bids must be quoted FOB Destination, Columbia, Missouri.
2. Bidders are to provide all information requested in this bid. Failure to so provide may be cause for rejection of your bid.
3. Any exceptions/deviations from these specifications must be noted IN WRITING within these bid documents. Failure to note exceptions will be considered as full compliance with the bid specifications.
4. Upon award, successful bidder(s) shall provide a Certificate of Insurance to City of Columbia for work performed under this contract. Certificate shall be list coverage which is acceptable to City of Columbia and naming the City as "additional insured" on the policy. Copy of insurance requirements is attached.
5. Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
6. Bid offers shall not be withdrawn after the Closing Date and time and offers will remain firm for sixty days from Closing Date.



In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

The Undersigned acknowledges that he/she has received a complete set of Bid Documents and receipt of the following Addenda:

Addendum #	Date	Addendum #	Date	Addendum #	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative - Type or Print

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Email: \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Company Type: (check one) \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietor

Federal Tax ID Number: \_\_\_\_\_ or Social Security Number: \_\_\_\_\_



## **INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE:** 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 City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which **must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

**COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of this Contract **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverages shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**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 by any subcontractor or by anyone directly or indirectly employed by either of 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.

**AUTOMOBILE PUBLIC LIABILITY AND PROPERTY:** The Contractor shall maintain during the life of this Contract, automobile public liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect themselves from any and all claims arising from the use of the Contractors own automobiles, teams, and trucks; hired automobiles, teams, and trucks; and automobiles both on and off the work site.

**PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish the City with Certificate(s) of Insurance which **names the City as additional insured** in an amount as required in this Contract, **contains a description of the project or work to be performed**, and requires a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the City has made final acceptance of the facility contracted.

**HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys 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 subcontractor 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 City of Columbia from its own negligence.

INLAND TRUCK  
ATTN: STAN HESS  
3609 PARIS ROAD  
COLUMBIA, MO 65202  
573-886-9400  
FAX: 886-9404

FABICK CAT (Off Road)  
ATTN: JESSIE LEWIS  
7841 E ABC LANE  
COLUMBIA, MO 65202  
573-442-6880  
FAX: 442-0630

FABICK CAT (Truck)  
ATTN: CHRIS BURKS  
7841 E ABC LANE  
COLUMBIA, MO 65202  
573-442-6880  
FAX: 442-0630

CUMMINS MID SOUTH  
ATTN: DOUG BELSHE  
5221 HWY 763 N  
COLUMBIA, MO 65202  
573-449-3711  
FAX: 449-3712

AL SCHEPPERS MOTOR CO  
ATTN: TONY RACKERS  
1722 SOUTHRIDGE DRIVE  
JEFFERSON CITY, MO 65110-4223  
573-636-3810  
FAX: 573-636-5024

MIDWEST KENWORTH  
ATTN: BENNEY JESKE  
8660 I-70 DR SE  
COLUMBIA, MO 65201  
573-817-2520  
FAX: 817-2521

(Please complete and return with Contract)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19311)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

Mark Whitehead, CFO Cummins Mid-South, LLC  
Name and Title of Authorized Representative

Mark Whitehead 7/19/2012  
Signature Date

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

County of Shelby )

State of Tennessee )

My name is Mark Whitehead I am an authorized agent of Cammies Mid-South, LLC  
(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.

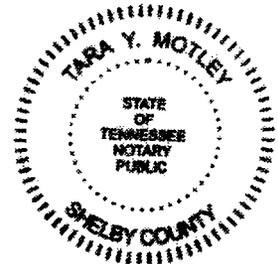
Mark Whitehead  
Affiant

7/15/12  
Date

Mark Whitehead  
Printed Name

Subscribed and sworn to before me this 19<sup>th</sup> day of July, 2012

Tara Y. Motley  
Notary Public



Expires: 12/15/15



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Client Company ID Number: 259272

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Cummins Mid-South, LLC (Employer), and Employment Background Investigations, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



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3. 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 E-Verify or such other persons or entities who may be authorized by 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 provide 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 within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide 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 DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on alien employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent 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 (through the Designated Agent), the E-Verify User 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 (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination



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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), 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 (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide 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 workdays of the initial inquiry.
8. DHS agrees to provide 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 (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
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 most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:



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- 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 objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
  - 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 DHS 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.
5. 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, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, 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 4 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 \$550 and \$1,100 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 an 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 based 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.
6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees 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 User 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



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period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. 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 termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. 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.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived 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 system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless



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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 or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and 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 except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to 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 1-800-255-8155 or 1-800-237-2515 (TDD).
11. 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.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. 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, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent 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.
14. The Employer agrees to cooperate with DHS and SSA in their compliance



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monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

**D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - c. Institutions of higher education, State, local and tribal governments and

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sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.



Company ID Number: 150386  
Client Company ID Number: 259272

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **E. RESPONSIBILITIES OF THE DESIGNATED AGENT**

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. 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 Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon



Company ID Number: 150386  
Client Company ID Number: 259272

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO 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 (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The 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 system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
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 DHS**

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 employee who provides a document for which the automated system has transmitted a photo, the employer must print the



Company ID Number: 150386  
Client Company ID Number: 259272

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 DHS through its toll-free hotline (as found on the referral letter) 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. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) 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).
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 or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

#### **ARTICLE V**



Company ID Number: 150386  
Client Company ID Number: 259272

## PARTIES

- A. 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 User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. 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 Designated Agent, the Employer, or their agents, officers, or employees.
- E. 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 Designated Agent or 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 Designated Agent or the Employer.



Company ID Number: 150386  
Client Company ID Number: 259272

- F. 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

**Cummins Mid-South, LLC** (Employer) hereby designates and appoints **Employment Background Investigations, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **Cummins Mid-South, LLC** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 150386  
Client Company ID Number: 259272

**Approved by:**

**Employer Cummins Mid-South, LLC**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Designated Agent Employment Background Investigations, Inc.**

**Stacy Ward**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

*Electronically Signed*

*09/30/2009*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

*Electronically Signed*

*09/30/2009*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Company ID Number: 150386  
Client Company ID Number: 259272

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**Information Required  
For the E-Verify Designated Agent Program**

**Information relating to your Company:**

**Company Name:** Cummins Mid-South, LLC

**Company Facility Address:** 3770 South Perkins Road

Memphis, TN 38118

**County or Parish:** SHELBY

**Employer Identification**

**Number:** 621786987

**North American Industry  
Classification Systems**

**Code:** 811

**Parent Company:** \_\_\_\_\_

**Number of Employees:** 500 to 999



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department for a transfer above the salary range midpoint for Philip Smith into the position of Sergeant, at 103% of midpoint.

Done this 26<sup>th</sup> day of July 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Skip Elkin

Skip Elkin  
District II Commissioner

*Transfer*  
**REQUEST TO ~~HIRE~~ ABOVE SALARY RANGE MID-POINT**  
**BOONE COUNTY**

**Description of form:** To request approval to hire between 101% - 120% of the salary range mid-point Commission Order 25-2004

**Procedure:**

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Philip Smith Department SHERIFF'S DEPT. - Operations

Position Title Sergeant Position No. 678

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_  
 OR Hourly: 22.12 % of Mid-Point 103%

No. of employees in this job classification within your Department? 13

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level): Philip Smith has worked with our department since 10/24/05 to present as a deputy; he also has attended specialized training to become a Canine Officer. He was promoted to Sergeant during the interview process. Philip's experience as a Deputy and as a Canine Officer will benefit him as he takes on the added responsibility of Sergeant.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: This salary is derived from using the "difference in ranges" methodology. I chose this method, in this instance, since Philip will be paid less than all the other Sergeants in Corrections and Operations. If we chose a different method he would be making less in a supervisor role than several of our senior officers that he would be supervising.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This will not affect any other employee

Additional comments:

Administrative Authority's Signature: *Suzanne Carey* Date: 7-18-12

Auditor's Certification:  Funds are available within the existing departmental salary and wage appropriation (#10100).  
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.  
 Auditor's Signature: *[Signature]* Date: 07/20/12

Human Resource Director's Recommendations:  
Recommend approval.  
 Human Resource Director's Signature: *Debbie Buchheit* Date: 7/23/12

County Commission \_\_\_\_\_ Approve \_\_\_\_\_ Deny \_\_\_\_\_  
 Comment(s): \_\_\_\_\_  
 Presiding Commissioner's Signature: *[Signature]* Date: \_\_\_\_\_  
 District I Commissioner's Signature: *[Signature]* Date: 7/26/12  
 District II Commissioner's Signature: *[Signature]* Date: 7/24/12

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Central Missouri Humane Society and Boone County, Missouri for animal shelter services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of July, 2012.

ATTEST:

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

[Signature]

Daniel K. Atwill  
Presiding Commissioner

[Signature]

Karen M. Miller  
District I Commissioner

[Signature]

Skip Elkin  
District II Commissioner

## AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 26 day of July, 2012, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

WHEREAS, the County is authorized by law to regulate the possession, control and disposition of animals pursuant to section RSMo §192.330 and RSMo §§ 322.090 – 322.130; and

WHEREAS, the County has promulgated certain regulations relating to the control of animals as part of the Code of Health Regulations for Boone County, Missouri; and

WHEREAS, Humane Society has the ability and desire to provide the County with animal shelter and related services; and

WHEREAS, the parties wish to memorialize their agreement relating to animal shelter services.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
  - a. County will pay to the Humane Society the sum of Ten Thousand Two Hundred and Sixty Dollars (\$10,260.00) for calendar year 2012 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
  - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
  - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

shall be disposed of as provided by said health regulations or applicable statutes in the event they are unclaimed.

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
  - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
  - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
  5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
  6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
  7. **TERM.** This Agreement shall be in effect from January 1, 2012, through and including December 31, 2012.
  8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
  9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
  10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

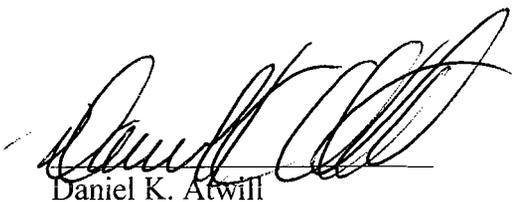
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Commission Chambers by the American Red Cross on July 27<sup>th</sup>, 2012 from 9:00 am until 5:00 pm for a blood drive.

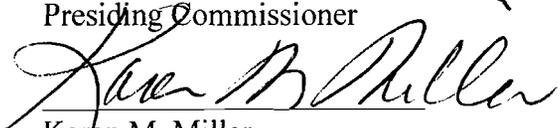
Done this 26<sup>th</sup> day of July, 2012.

ATTEST:

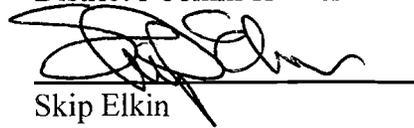
Wendy S. Noren cc  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Blood Drive

Date(s) of Use: 7/27/2012

Time of Use: From: 9:00 am AM/PM thru 5:00 pm 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: American Red Cross (Craig Jackson)

Organization Representative/Title: Donor Recruitment Representative

Address: 1511 S. Providence Road

Phone Number: 573-489-2458 Date of Application: 7/23/12

Email Address: Craig.Jackson@redcross.org

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Norace  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 7/26/12

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

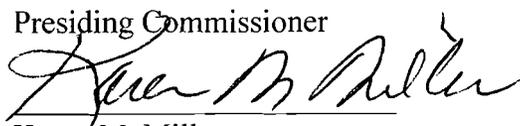
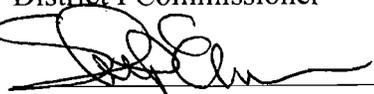
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Monday, July 30, 2012, at 3:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 26<sup>th</sup> day of July, 2012.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner  
  
Karen M. Miller  
District I Commissioner  
  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby accept the attached proclamation establishing July 26, 2012 as Dr. Edward H. Robb Public Safety Day. It is further ordered the Boone County Commissioners are hereby authorized to sign said proclamation.

Done this 26<sup>th</sup> day of July, 2012.

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner  
[Signature]  
Karen M. Miller  
District I Commissioner  
[Signature]  
Skip Elkin  
District II Commissioner

## PROCLAMATION OF APPRECIATION AND HONOR

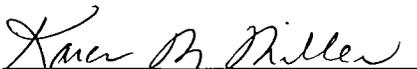


- Whereas,** Sudden Cardiac Arrest (SCA) strikes approximately 350,000 people in the United States each year and is one of the leading causes of death in our nation; and
- Whereas,** SCA is most often caused by ventricular fibrillation, a quivering of the heart's lower chambers, or pulseless ventricular tachycardia, extremely rapid but ineffective beating of the heart's lower chambers; and
- Whereas,** Survival of SCA is directly linked to the amount of time between onset of SCA and defibrillation; and
- Whereas,** The accessibility of Automated External Defibrillators (AEDs), which are designed to be used by lay people, coupled with CPR can significantly reduce the response time to SCA and increase the likelihood of survival; and
- Whereas,** Presiding Commissioner Dr. Edward H. Robb was dedicated to and passionate about the public safety of all residents of Boone County; and
- Whereas,** The Ed Robb Memorial Fund for Public Safety honors the late Presiding Commissioner and strives to carry on his legacy and commitment to public safety in Boone County; and
- Whereas,** The Ed Robb Memorial Fund for Public Safety generously donated funds to Boone County for the purchase of three lifesaving AEDs to be placed in Boone County Buildings; and
- Whereas,** The presence of these AEDs in Boone County buildings gives the hope of survival to Boone County citizens and employees in the event of a SCA;
- Therefore,** we, the Boone County Commission, do hereby proclaim our sincere appreciation to the Ed Robb Memorial Fund for Public Safety for the generous donation honoring Presiding Commissioner Ed Robb's memory.

**IN TESTIMONY WHEREOF,** this 26th Day of July, 2012 will be now known as Dr. Edward H. Robb Public Safety Day in Boone County.



  
Daniel K. Atwill, Presiding Commissioner

  
Karen M. Miller, District I Commissioner

  
Skip Elkin, District II Commissioner

ATTEST:

  
Wendy S. Noren, County Clerk