CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 13

County of Boone

ea.

In the County Commission of said county, on the

29th

day of

January

13

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 Purchasing Department to dispose of the following list of heavy equipment on GovDeals by utilizing contract 6-100602FR — On-Line Surplus Auction Service:

2009 Western Spreader with Honda GXV Engine, fixed asset 16944

2001 Cat 963C Track Loader, fixed asset 12911

2005 Bobcat S300 Skid Steer, fixed asset 15143

2003 Case 580SM Backhoe Loader, fixed asset 14069

1996 John Deere 750C Dozer, fixed asset 10683

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

Done this 29th day of January, 2013

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB

DATE:

January 17, 2013

RE:

Heavy Equipment Surplus Disposal for Public Works

Purchasing and Public Work's Department requests permission to dispose of the following list of heavy equipment on GovDeals by utilizing contract 6-100602FR – On-Line Surplus Auction Service.

2009 Western Spreader with Honda GXV Engine, fixed asset 16944

2001 Cat 963C Track Loader, fixed asset 12911

2005 Bobcat S300 Skid Steer, fixed asset 15143

2003 Case 580SM Backhoe Loader, fixed asset 14069

1996 John Deere 750C Dozer, fixed asset 10683

Attached for signature are the Request for Disposal forms.

ATT Request for Disposal Forms

cc:

Caryn Ginter, Auditor

Greg Edington, Public Works

Surplus File

DATE: November 1, 2012	FIXED ASSET TAG NUMBER: 16945
DESCRIPTION: 2009 Western Spreader w	ith Honda GXV Engine
REQUESTED MEANS OF DISPOSAL:	Sell
OTHER INFORMATION: Serial Number: 0	08022430000494810
CONDITION OF ASSET: Poor	
REASON FOR DISPOSITION: The equipm and part of the spinner assembly has quit fund	nent is in need of repairs that exceed the expected value of the unit. The engine ctioning effectively and need replaced.
COUNTY / COURT IT DEPT. (circle one) I OWN USE (this item is applicable to comput	DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS eer equipment only)
DESIRED DATE FOR ASSET REMOVAL	TO STORAGE: None
WAS ASSET PURCHASED WITH GRANT IF YES, ATTACH DOCUMENTATION SH	FUNDING? YES NO OWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.
DEPARTMENT: 2040	SIGNATURE SIGNATURE
AUDITOR	12009 RECEIPT INTO 2040 - 3835
ORIGINAL COST 5,575.	GRANT FUNDED (Y/N) N
Original funding source $\frac{\mathcal{L}}{2}$	741 GRANT NAME % FUNDING AGENCY
ASSET GROUP 1604	DOCUMENTATION ATTACHED (Y/N) TRANSFER CONFIRMED
OUNTY COMMISSION / COUNTY CI	
PPROVED DISPOSAL METHOD:	
TRANSFER DEPARTMENT N	AMENUMBER
LOCATION WITH	HIN DEPARTMENT
INDIVIDUAL	<u> </u>
AUCTION	SEALED BIDS
OTHER EXPLAIN	
Mission order number 48	<u>-2013</u>
APPROVED 1-29-13	
TURE MENTEUM (1)	/

DATE: November 5, 2012	PIXED ASSET TAG NUMBER: 12911
DESCRIPTION: 2001 Cat 963C Track Lo	ader .
REQUESTED MEANS OF DISPOSAL:	Sell
OTHER INFORMATION: Serial #:2DS01	527; Hours: 1439
CONDITION OF ASSET: Good. In opera	tional condition.
REASON FOR DISPOSITION: Equipmen	t is planned for disposal in 2012.
COUNTY / COURT IT DEPT. (circle one) OWN USE (this item is applicable to comp	DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS uter equipment only)
DESIRED DATE FOR ASSET REMOVAL	TO STORAGE: None
WAS ASSET PURCHASED WITH GRAN IF YES, ATTACH DOCUMENTATION SE	IT FUNDING? YES (NO) HOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.
DEPARTMENT: 2040	SIGNATURE
AUDITOR ORIGINAL PURCHASE DATE 4/5	2001 RECEIPT INTO 2040 - 3835
ORIGINAL COST 300, 95	GRANT FUNDED (Y/N) N
ORIGINAL FUNDING SOURCE $_\{\mathcal{Z}}$	GRANT NAME % FUNDING
ASSET GROUP 1605	AGENCY DOCUMENTATION ATTACHED (Y/N) TRANSFER CONFIRMED
COUNTY COMMISSION / COUNTY C	ZERK
APPROVED DISPOSAL METHOD:	
TRANSFER DEPARTMENT	NAMENUMBER
LOCATION WIT	THIN DEPARTMENT
INDIVIDUAL_	<u> </u>
TRADEAUCTION	SEALED BIDS
OTHER EXPLAIN	
COMMISSION ORDER NUMBER 48	3-2013
DATE APPROVED $1-29-1$	3
SIGNATURE DELL	

BOONE DETAILED VEHICLE HISTORY 11-05-2012 Sorted by: VEHN / DATE

Selection Criteria: VEHN |2783 Only All Status Codes except SOLD

VEHN DV VT DESCRIPTION

2783 01 10 HEAVY EQUIPMENT 01 CAT963C

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME MECH	MECHAN
10/30/12	11	1439	CK ANTIFREEZE -34	0.00	17.00	17.00	0.50 M0021	CSOLAK
10/05/12	01		RPL MIRROR	85.00	17.00	102.00	0.50 M0009	MONTGO
10/05/12	29	1438	SERVICE CALLS	0.00	17.00	17.00	0.50 M0009	MONTGO
10/05/12		1438	CHECK COOLANT	0.00	17.00	17.00	0.50 M0014	SAPP R
10/05/12			SERVICE CALLS	0.00	17.00	17.00	0.50 M0014	SAPP R
08/27/12			SERVICE CALLS	0.00	34.00	34.00	1.00 M0009	MONTGO
08/27/12			BODY REPAIR	82,26	0.00	82.26	0.00 M0000	PARTS
03/05/12			RPL TOP ROLLER	281.85	68.00	349.85	2.00 M0009	MONTGO
03/05/12			NUTS BOLTS WASHR	0.52	0.00	0.52	0.00 M0000	PARTS
10/26/11			FUEL SYSTEM	0.00	17.00	17.00	0.50 M0021	CSOLAK
10/26/11			SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
10/26/11			PARTS ONLY	0.00	0.00	0.00	0.00 M0021	CSOLAK
10/26/11			PARTS ONLY	0.00	0.0.0	0.00	0.00 M0021	CSOLAK
05/25/11		1289		117.03	170.00	287.03	5.00 M0014	SAPP R
05/25/11			PRVT MAINT	0.00	170.00	170.00	5.00 M0009	MONTGO
05/25/11			SHOP SUPPLIES	129.75	0.00	129.75	0.00 M0000	PARTS
05/24/11		1285		104.39	136.00	240.39	4.00 M0014	SAPP R
05/24/11			PRVT MAINT	0.00	136.00	136.00	4.00 M0009	MONTGO
05/24/11			SHOP SUPPLIES	155.70	0.00	155.70	0.00 M0000	PARTS
06/21/10			FUEL 44.1 GAL	0.00	17.00	17.00	0.50 M0021	CSOLAK
06/21/10			SERVICE CALL	0.00	34.00	34.00	1.00 M0021	CSOLAK
05/10/10			FUEL 60.0 GAL	0.00	17.00	17.00	0.50 M0021	CSOLAK
05/10/10			SERVICE CALL	0.00	34.00	34.00	1.00 M0021	CSOLAK
07/30/09			FUEL	0.00	17.00	17.00	0.50 M0021	CSOLAK
07/30/09			SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
06/22/09	12	1118	FUEL	0.00	17.00	17.00	0.50 M0021	CSOLAK

BOONE DETAILED VEHICLE HISTORY 11-05-2012

06/22/09 29	1118 SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
06/04/09 12	1108 FUEL	0.00	17.00	17.00	0.50 M0021	CSOLAK
06/04/09 29	1108 SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
10/22/08 11	1031 CHK COOLANT	0.00	3.40	3.40	0.10 M0014	SAPP R
09/11/08 40	1010 CPM	108.95	272.00	380.95	8.00 M0014	SAPP R
09/11/08 40	1010 CPM	0.00	272.00	272.00	8.00 M0009	MONTGO
09/11/08 14	1010 ELECTRIC	189.36	0.00	189.36	0.00 M0000	PARTS
09/11/08 19	1010 EXHAUST	11.79	0.00	11.79	0.00 M0000	PARTS
09/11/08 40	1010 PRVT MAINT	0.00	0.00	0.00	0.00 M0000	PARTS
09/11/08 50	1010 SHOP SUPPLIES	48.00	0.00	48.00	0.00 M0000	PARTS
08/26/08 29	989 SERVICE CALLS	0.00	25.50	25.50	0.75 M0014	SAPP R
08/26/08 14	989 JUMP START	0.00	59.50	59.50	1.75 M0014	SAPP R
04/01/08 29	981 SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
04/01/08 14	989 SERVICE CALLS 989 JUMP START 981 SERVICE CALLS 981 CHRG BATT 967 RPL 2 TEETH	0.00	34.00	34.00	1.00 M0021	CSOLAK
10/04/07 38	967 RPL 2 TEETH	182.19	0.00	182.19	0.00 V0362	FABICK
09/14/07 14	900 JUMP STARTERMV BATTERY	0.00	34.00	34.00	1.00 M0009	MONTGO
09/14/07 29	966 SERVICE CALLS	0.00	34.00	34.00	1.00 M0009	MONTGO
09/14/07 14	966 JUMP START&REMOVE BATTER	0.00	34.00	34.00	1.00 M0014	SAPP R
09/14/07 29	966 SERVICE CALLS	0.00	34.00	34.00	1.00 M0014	SAPP R
09/12/07 14	966 RPL BATTERYS	119.92	34.00	153.92	1.00 M0009	MONTGO
09/12/07 29	966 SERVICE CALLS	0.00	34.00	34.00	1.00 M0009	MONTGO
09/12/07 14	966 RPL BATTERYS	0.00	34.00	34.00	1.00 M0014	SAPP R
09/12/07 29	966 SERVICE CALLS	0.00	34.00	34.00	1.00 M0014	SAPP R
09/12/07 09	966 MISC MAINT	5.80	0.00	5.80	0.00 M0000	PARTS
08/29/07 14	957 BATTERY CHARGE	0.00	34.00	34.00	1.00 M0021	CSOLAK
08/29/07 12	957 53 GALS FUEL	0.00	17.00	17.00	0.50 M0021	CSOLAK
08/29/07 29	957 SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
08/28/07 14	953 BATTERY CHARGE	0.00	34.00	34.00	1.00 M0021	CSOLAK
08/28/07 29	953 SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
08/14/07 14	949 BATTERY CHRG	0.00	34.00	34.00	1.00 M0021	CSOLAK
08/14/07 29	949 SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	CSOLAK
04/05/07 29	966 SERVICE CALLS	0.00	34.00	34.00	1.00 M0021	
04/05/07 14	966 RPL BATTERIES	112.38	102.00	214.38	3.00 M0021	CSOLAK
09/01/06 29	965 SERVICE CALLS	0.00	17.00	17.00		CSOLAK
09/01/06 12	965 51.1 G FUEL	0.00	17.00	17.00	0.50 M0021	CSOLAK
		0.00	17.00	17.00	0.50 M0021	CSOLAK

BOONE DETAILED VEHICLE HISTORY 11-05-2012

06/22/06 28	964 RUNNING PARTS	0.00	25.47	25.47	1.00 M0014	SAPP R
06/22/06 14	964 INSTALL BATT	92.10	12.74	104.84	0.50 M0014	SAPP R
06/22/06 14	964 INSTALL BATT	0.00	13.81	13.81	0.50 M0009	MONTGO
02/06/06 38	898 PINS TIPS RETAINERS		0.00	92.14	0.00 V0362	FABICK
02/06/06 38	898 BUCKETT TOOTH	0.00	23.33	23.33	1.00 M0021	CSOLAK
11/03/05 40	898 1 GAL 15W40 MOTOR OIL	0.00	5.83	5.83	0.25 M0021	CSOLAK
11/03/05 29	898 SERVICE CALLS	0.00	23.33	23.33	1.00 M0021	CSOLAK
10/12/05 12	891 FUEL SERVICE DL 58.1 GL	0.00	11.67	11.67	0.50 M0021	CSOLAK
10/12/05 29	891 SERVICE CALLS	0.00	23.33	23.33	1.00 M0021	CSOLAK
06/29/05 12	869 FUEL SERVICE DL 66.7 GL	0.00	11.67	11.67	0.50 M0021	CSOLAK
06/29/05 29	869 SERVICE CALLS	0.00	23.33	23.33	1.00 M0021	CSOLAK
03/15/05 12	847 FUEL SERVICE DL 62.0 GL	0.00	11.67	11.67	0.50 M0021	CSOLAK
03/15/05 29	847 SERVICE CALLS	0.00	23.33	23.33	1.00 M0021	CSOLAK
12/20/04 09	834 OIL FOOT PEDALS	0.00	11.67	11.67	0.50 M0021	CSOLAK
12/15/04 12	811 FUEL SERVICE DL 51.0 GL	0.00	11.67	11.67	0.50 M0021	CSOLAK
12/15/04 29	811 SERVICE CALLS	0.00	23.33	23.33	1.00 M0021	CSOLAK
09/16/04 12	798 FUEL SERVICE DL 66.8 GL	0.00	11.67	11.67	0.50 M0021	CSOLAK
09/16/04 29	798 SERVICE CALLS	0.00	0.00	0.00	0.00 M0021	CSOLAK
03/29/04 40	798 FUEL SERVICE DL 66.8 GL 798 SERVICE CALLS 784 PRVT MAINT 784 SERV VEH/LUBE	13.72	0.00	13.72	0.00 M0000	PARTS
03/27/04 40	784 SERV VEH/LUBE	135.57	101.88	237.45	4.00 M0014	SAPP R
03/27/04 40	784 SERV VEH/LUBE	0.00	110.44	110.44	4.00 M0009	MONTGO
03/27/04 12	784 FUEL SYSTEM	5.52	0.00	5.52	0.00 M0000	PARTS
08/26/03 29	700 SERVICE CALL	0.00	19.74	19.74	1.00 M0014	SAPP R
08/26/03 40	784 SERV VEH/LUBE 784 SERV VEH/LUBE 784 FUEL SYSTEM 700 SERVICE CALL 700 ADJ TRACK TENSION	10.24	29.61	39.85	1.50 M0014	SAPP R
08/26/03 14	700 RPL ANTENNA	9.99	19.74	29.73	1.00 M0014	SAPP R
08/21/03 12	756 FUEL SERVICE DL 53.6 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
08/21/03 29	756 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
07/30/03 12	702 FUEL SERVICE DL 37.0 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
07/30/03 29	702 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
07/19/03 01	625 RPL FRONT GLASS	276.55	39.48	316.03	2.00 M0009	MONTGO
07/19/03 29	625 SERVICE CALLS	0.00	39.48	39.48	2.00 M0009	MONTGO
07/19/03 01	625 RPL FRONT GLASS	0.00	39.48	39.48	2.00 M0009	SAPP R
07/19/03 29	625 SERVICE CALLS 625 RPL FRONT GLASS 625 SERVICE CALLS 625 PARTS ONLY	0.00	39.48	39.48	2.00 M0014 2.00 M0014	
07/19/03 86	625 PARTS ONLY	29.99	0.00	29.99	0.00 M0014	SAPP R
07/17/03 12	669 FUEL SERVICE DL 49.4 GL	0.00	4.70			PARTS
	27.4 61	0.00	4 - 70	4.70	0.25 M0021	CSOLAK

BOONE DETAILED VEHICLE HISTORY 11-05-2012

07/17/03 29	669 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
07/16/03 12	645 FUEL SERVICE DL 40.0 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
07/16/03 29	645 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
07/15/03 12	631 FUEL SERVICE DL 40.3 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
07/15/03 29	631 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
06/26/03 12	613 FUEL SERVICE DL 51.2 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
06/26/03 29	613 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
06/24/03 12	602 FUEL SERVICE DL 9.4 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
06/24/03 29	602 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
06/12/03 12	584 FUEL SERVICE DL 51.0 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
06/12/03 29	584 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
04/23/03 12	554 FUEL SERVICE DL 35.7 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
04/23/03 29	554 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
01/29/03 12	544 FUEL SERVICE DL 51.0 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
01/29/03 29	544 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
01/29/03 12	544 ASSIST ON WORK ORDER	0.00	0.00	0.00	0.00 M0017	JOHNST
12/17/02 12	528 FUEL SERVICE DL 19.0 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
12/17/02 29	528 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
12/11/02 12	522 FUEL SERVICE DL 7.6 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
12/11/02 29	522 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
12/10/02 12	528 FUEL SERVICE DL 40.2 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
12/10/02 29	528 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
12/05/02 12	511 FUEL SERVICE DL 44.3GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
12/05/02 29	511 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
12/03/02 12	502 FUEL SERVICE DL 34.5GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
12/03/02 29	502 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
10/30/02 29	487 RPL BATTERY	0.00	18.80	18.80	1.00 M0021	CSOLAK
10/30/02 14	487 ELECTRIC	63.28	0.00	63.28	0.00 M0000	PARTS
10/28/02 29	487 38 GL DIESEL	0.00	14.10	14.10	0.75 M0021	CSOLAK
10/07/02 12	453 FUEL SERVICE DL 21.1 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
10/07/02 14	453 CLEAN BAT POST/TERMINALS	0.00	4.70	4.70	0.25 M0021	CSOLAK
10/07/02 14	453 RECHARGE BATT	0.00	4.70	4.70	0.25 M0021	CSOLAK
10/07/02 29	453 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK
09/30/02 12	447 FUEL SERVICE DL 48.0 GL	0.00	4.70	4.70	0.25 M0021	CSOLAK
09/30/02 29	447 SERVICE CALLS	0.00	9.40	9.40	0.50 M0021	CSOLAK

76 repair orders 76 repair orders	09/1 09/1 09/1 09/1 09/1 09/1 09/1 09/1	9/26/02 1
Vehicle 2783 Total Report Total	S DD HHZ B S D D O	34 FUEL SERVICE DI
2655.16 2655.16	147.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000	
3827.13 3827.13	4.70 9.40 9.40 9.40 9.40 10.17	
6482.29 6482.29	4.70 9.40 9.40 9.40 9.40 9.40 13.56 10.17 10.10 10.00 1	7.
137.85 137.85	0.25 M0021 1.00 M0021 1.00 M0021 0.75 M0021 0.25 M0021 0.25 M0021 0.25 M0021 0.25 M00221 0.25 M00221 0.25 M00221 0.25 M00221 0.25 M00221	.25 M002
	. विवेद देवें देवें देवें देवें देवें देवें देवें देवें देवें ते १ १ १ १ १ १ १ १ १ १ १ १ १ १ १ १ १ १	Ŋ

DATE: April 26, 2012	FIXED ASSET TAG NUMBER: 15143	RECEIVED
DESCRIPTION: 2005 Bobcat \$300 Skid S		APR 2 7 2012
DESCRIPTION, 2003 BOOKALSSOO SKIDS		BOONE COUNTY AUDITOR
REQUESTED MEANS OF DISPOSAL:	Sell	DUUNE COUNTY AUDITUR
OTHER INFORMATION: Serial #: 525810	5828; Hours: 1000	
CONDITION OF ASSET: Fair - needs min	nor mechanical repairs	
REASON FOR DISPOSITION: Equipmen	t is planned for replacement in FY 2012.	
COUNTY / COURT IT DEPT. (circle one) OWN USE (this item is applicable to compu		TO TRANSFER THIS ITEM FOR ITS
DESIRED DATE FOR ASSET REMOVAL	TO STORAGE: None	
WAS ASSET PURCHASED WITH GRAN IF YES, ATTACH DOCUMENTATION SE	HOWING FUNDING AGENCY'S PERM	USSION TO DISPOSE OF ASSET.
DEPARTMENT: 2040		2
AUDITOR ORIGINAL PURCHASE DATE 8/3	•	2040 - 3835
ORIGINAL COST 36,53, ORIGINAL FUNDING SOURCE 27 ASSET GROUP 1605	GRANT FUNDED (Y GRANT NAME GRANT NAME FUNDING AGENCY DOCUMENTATION TRANSFER CONFIR	ATTACHED (Y/N)
COUNTY COMMISSION / COUNTY C		
APPROVED DISPOSAL METHOD:		
TRANSFER DEPARTMENT	NAME	NUMBER
LOCATION WIT	THIN DEPARTMENT	
. INDIVIDUAL_		
TRADEAUCTION	SEALED BIDS	
OTHER EXPLAIN		
commission order number $_{-}\mathcal{+}$		
DATE APPROVED $1-29-13$		
SIGNATURE AGULLA		

BOONE DETAILED VEHICLE HISTORY 11-05-2012 Sorted by: VEHN / DATE

Selection Criteria: VEHN |3772 Only All Status Codes except SOLD

VEHN 3772

DV 01

VT DESCRIPTION 10 HEAVY EQUIPMENT

05 BC \$300

/28/09 1 /02/09 2	9/1	/15/10 1	3/22/10 1	3/22/10 2	/23/10 1	2/02/10 2	/02/10 1	6/23/11 4	7/26/11 2	7/26/11 1	/29/11 5	7/29/11 4	8/22/11 2	8/22/11 1	9/28/11 2	9/28/11 1	0/28/11 1	1/28/11 1	1/06/12 5	6/12 2	1/06/10 0	1/06/12 1	/06/12 2	/06/12 1	/13/12 5	/13/12 4	/13/12 1	3/13/12 2	/27/12 3	3/27/12 1
900 RPL LIFT SENSOR 0 RPL 2 TIRES BANDACAT 900 RPL RT SIDE PUMP BALANCE	002 RPL 2 TIRE 981 BATTERY CH	02 INSTALL NE	OOO ELECTRIC	OOO RUNNING BAB	002 RPL 2 TIRES	082 SERVICE CA	082 FUEL 9.7 GAL	162 RPL AIR FILT	171 SERVICE CAL	171 15 5 CAL FIE	176 SHOP SUPPLIE	176 BPM	182 SERVICE C	182 15GALS FUEL	221 SERV	221 11.3	176 RPL 2 TI	221 REL 2 TIBES	227 SHOP SUPPLIE	227 SERVICE CALLS	207 EVERTILES OFF 1 O CT	207 FIRT 10 3 CM DIEGE	OFF POLITICE OF CO.	257 FITT 16 0 CMT DIESE	268 SHOP SIIP	268 PRVT MAIN	268 FUEL SYSTEM	268 SERVICE CALLS	268 CUTING EDGE BOLT NUTS	\sim
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DEC 1 7 2012

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERCENTY AUDITOR

DATE: November 5, 2012	FIXED ASSET TAG NUMBER: 14069
DESCRIPTION: 2003 Case 580SM Backho	De Loader
REQUESTED MEANS OF DISPOSAL:	Sell
OTHER INFORMATION: Serial #:JJG0375	6033; Hours: 3990
CONDITION OF ASSET: Good. In operation	ional condition.
REASON FOR DISPOSITION: Equipment	is planned for disposal in 2012.
COUNTY / COURT IT DEPT. (circle one) OWN USE (this item is applicable to comput	DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS ter equipment only)
DESIRED DATE FOR ASSET REMOVAL	TO STORAGE: None
WAS ASSET PURCHASED WITH GRANT IF YES, ATTACH DOCUMENTATION SH	FUNDING? YES NO OWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.
DEPARTMENT: 2040	SIGNATURE Z
AUDITOR ORIGINAL PURCHASE DATE 5/2	1/2003 RECEIPT INTO
ORIGINAL FUNDING SOURCE27	GRANT NAME
ASSET GROUP 1605	DOCUMENTATION ATTACHED (Y/N) TRANSFER CONFIRMED
COUNTY COMMISSION / COUNTY CI	ERK
APPROVED DISPOSAL METHOD:	
TRANSFER DEPARTMENT N	IAMENUMBER
LOCATION WITH	HIN DEPARTMENT
INDIVIDUAL	·
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OTHER EXPLAIN	
COMMISSION ORDER NUMBER 48 DATE APPROVED 1-29-13 HIGHATURE	

Case SBO SM Backhie

BOONE DETAILED VEHICLE HISTORY Sorted by: VEHN / DATE 11-05-2012

Selection Criteria: VEHN (2739)Only
All Status Codes except SOLD

VEHN 2739

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Vehicle 2739 Total Report Total	270 SERVICE CALLS 245 SERV VEH/LUBE PM C 197 FUEL SERVICE DL 10.4 GL 197 SERVICE CALLS 192 RPL Z800 GREASE FIT 192 TUBE GREASE 192 SERVICE CALLS 145 GET HOSE CLAMPS FOR CYL. 125 RPR STROBE LIGHT 125 ELECTRIC 100 RPR STROBE LIGHT 125 FRONT WEIGHT 125 FRONT WEIGHT 125 PARTS ONLY 4 SW FRT COUNTERWEIGHTS 4 CHECK 2-WAY ANTENNA 2 INSTALL GRAB HOOKS 2 CHAINS 0 84 Months 5500 Miles
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BOONE COUNTY AUDITOR

DATE: November 5, 2012	FIXED ASSET TAG NUMBER: 10683	
DESCRIPTION: 1996 John Deere 750C	Dozer	
REQUESTED MEANS OF DISPOSAL:	Sell	-
OTHER INFORMATION: Serial #:TO75	50CX821106; Hours: 4035	
CONDITION OF ASSET: Poor - needs	undercarriage mechanical repairs, badly oxidized.	
REASON FOR DISPOSITION: Equipme	ent is planned for disposal in 2012.	
COUNTY / COURT IT DEPT. (circle on OWN USE (this item is applicable to com	ne) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM For aputer equipment only)	OR ITS
DESIRED DATE FOR ASSET REMOVA	AL TO STORAGE: None	
WAS ASSET PURCHASED WITH GRAIF YES, ATTACH DOCUMENTATION	ANT FUNDING? YES (NO) SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASS	SET.
DEPARTMENT: 2040	SIGNATURE	
AUDITOR ORIGINAL PURCHASE DATE 6/		
ORIGINAL COST	DOCUMENTATION ATTACHED (V/N)	
COUNTY COMMISSION / COUNTY	CLERK	
APPROVED DISPOSAL METHOD:		
TRANSFER DEPARTMEN	IT NAMENUMBER	
LOCATION W	VITHIN DEPARTMENT	
INDIVIDUAL		
TRADEAUCTION	SEALED BIDS	
OTHER EXPLAIN		
COMMISSION ORDER NUMBER 48		
SIGNATURE SIGNATURE		

BOONE DETAILED VEHICLE HISTORY 11-05-2012 Sorted by: VEHN / DATE

Selection Criteria: VEHN |2782 Only All Status Codes except SOLD

VEHN 2782

DV 01

VT DESCRIPTION 10 HEAVY EQUIPMENT

96 JD750C

10/26/10 10/20/10 10/20/10 06/28/10 06/28/10 06/28/10 06/28/10 05/21/10 05/21/10 05/21/10 05/21/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10 05/18/10	DATE
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

29th

day of January

13 20

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Association of Educational Purchasing Agencies Cooperative Contract AEPA009.D with Da-Com of Columbia, LLC to purchase one (1) Copier and Copier Maintenance for Resource Management and to dispose of the existing Canon IR3030 copier, fixed asset tag 16571 by trade-in for \$250. IT will check the equipment and remove the storage device if one exists prior to equipment being removed from the County.

The terms of this Cooperative Agreement are stipulated in the attached Purchase Agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

Done this 29th day of January, 2013.

ATTEST:

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission FROM: Melinda Bobbitt, CPPB

DATE: January 23, 2013

RE: Cooperative Contract: AEPA009.D – Copier and Maintenance for

Resource Management

Resource Management Department requests permission to utilize the Association of Educational Purchasing Agencies (AEPA) cooperative contract AEPA009.D with Da-Com of Columbia, LLC to purchase a copier and maintenance.

Cost of new copier is \$13,585.00 less a trade-in of \$250 for existing copier for a contract total of \$13,335.00. Invoice will be paid and split between departments 1710 – Planning & Zoning, 1720 – Building Codes, 1725 – Stormwater Administration, and 2045 – PW – Design & Construction, account 92300 – Replacement Machinery & Equipment. \$16,856 was budgeted for the copier and \$2,640 budgeted for maintenance for 2013.

Copier maintenance pricing is firm for a total of seven years for \$0.0075 / black & white copy and \$0.069 color copy. Maintenance will be billed in arrears, quarterly.

Purchasing is seeking permission to dispose of the existing Canon IR3030 copier, fixed asset tag 16571 by trade-in for \$250. IT will check the equipment and remove the storage device if one exists prior to equipment being removed from County.

cc: Contract File

Paula Evans, Resource Management

1/11/13

REQUEST DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

5071
VENDOR
NO.

Da-Com VENDOR NAME

225 Sand Road

ADDRESS

Fairfield CITY

To: County Clerk's Office

Comm Order # 49 - 2013

	•	BID DOCUMENTATION demonstrate compliance with statutory bid 50.753-50.790, and the Purchasing Manual—	Plea Iding re	
 Bid /RFP (enter # below) Sole Source (enter # below) Emergency Procurement (enter # below) Written Quotes (3) Attached (>\$2500 to \$ Purchase is ≤\$2500 and is NOT covered be existing bid or sole source 		Not Subject To Bidding (select a Utility Employee Travel/Meal Reimb Training (registration/conf fees) Dues Pub/Subscription/Transcript Copies Refund of Fees Previously Paid to County	approp	riate response below): Mandatory Payment to Other Govt Court Case Travel/Meal Reimb Tool and Uniform Reimb Inmate Housing Remit Payroll Withheld Agency Fund Dist (dept #s 7XXX)
#AEPA009.D (Enter Applicable Bid / Sole Source / Emergency N	umber)	Professional Services (see Purchasing Police Intergovernmental Agreement Not Supportible to Bidding for Other Reason	,	on 3-103); enter RFP if applicable

Ship to Department # 1710

Bill to Department # 1710

D	epai	rtme	nt		Ac	cou	unt		Item Description	Qty	Unit Price	Amount
1	7	1	0	9	2	3	0	0	Copier: Kyocera TASKalfa 4550ci	1	3333.75	3333.75
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2	0	4	5	9	2	3	0	0			3333.75	3333.75
			,						Copier is \$13,585 less trade of \$250 for a total of \$13,335 per contract AEPA009.D for Resource Management			
											_	
									Maintenance: billed in arrears quarterly: \$0.0075/black & white copy and \$0.069/copy color. Maintenance pricing firm through 12/31/19.			_
									<u> </u>			-
									TOTAL:			13335.00

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

Melinda Bobbitt
Prepared By
Son Dammer
Requesting Official

BOONE COUNTY

RECEIVED

DEC 3 1 2012

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

12/31/2012

BOONE COUNTY AUDITOR

DATE: 1/7/2013-FIXED ASSET TAG NUMBER: 16571 DESCRIPTION: Canon IR3030 B & W Copier/Fax/Scanner REQUESTED MEANS OF DISPOSAL: trade in for new copier Cent # MUFO 8327 / C 1003178 OTHER INFORMATION: current copy count 279,835 CONDITION OF ASSET: fair REASON FOR DISPOSITION: purchasing new copy machine 2013 COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) DESIRED DATE FOR ASSET REMOVAL TO STORAGE: n/a WAS ASSET PURCHASED WITH GRANT FUNDING? ☐YES ☒NO IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET. DEPARTMENT: LESOURCE MONOGEMENT SIGNATURE_ **AUDITOR** ORIGINAL PURCHASE DATE 6/11/2008 RECEIPT INTO 1190-3835 ORIGINAL COST 7616.52 GRANT FUNDED (Y/N) ✓ GRANT NAME____ ORIGINAL FUNDING SOURCE 273/ % FUNDING AGENCY DOCUMENTATION ATTACHED (Y/N) ASSET GROUP 1601 TRANSFER CONFIRMED COUNTY COMMISSION / COUNTY CLERK APPROVED DISPOSAL METHOD: DEPARTMENT NAME______NUMBER ____ TRANSFER LOCATION WITHIN DEPARTMENT ______ INDIVIDUAL_____ TRADE AUCTION SEALED BIDS

COMMISSION ORDER NUMBER 49-2013

EXPLAIN

DATE APPROVED

OTHER

SIGNATURE/

PURCHASE AGREEMENT FOR PHOTOCOPIER AND MAINTENANCE FOR RESOURCE MANAGEMENT

THIS AGREEMENT dated the 29th day of 1000 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Da-Com Columbia LLC 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 Photocopier and Maintenance in compliance with the Association of Educational Purchasing Agencies (AEPA) Contract AEPA009.D, Da-Com quote dated January 11, 2013, Da-Com e-mailed dated January 9, 2013, Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).
- 2. **Purchase** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

Resource Management Department – 801 E. Walnut Street, Room 315, Columbia, MO 65201.

<u>Copier</u>: One (1) Kyocera TASKalfa 4550ci Color Console Digital Copier. New Photocopier includes the following:

Kyocera TASKalfa 4550ci (P13 on AEPA contract) 45/45 copies/minute color & 87,056.00 & 8&W, Digital A3 Color MFP. Copy, print, scan/scan to Email/Scan to URL, Dual 160 GB HD, 1-150 Sheet Multi-Purpose Tray, 2-500 Sheet, Paper Drawers

Dual Scan Document Processor (DSDP): DP-771	\$1,091.00
4,000 Sheet Staple Finisher: DF-790	\$1,515.00
DF-770/790 Attachment Kit: AK-730	\$97.00
1,500 Sheet x 2 Drawers: PF-740	\$836.00
3,000 Large Capacity Drawer: PF-770	\$860.00
Punch Unit for DF-790: PH-7A	\$406.00
Booklet Folder and Tri Folding for DF-790: BF-730	\$909.00
Outer Job Separator: JS-731	\$115.00
Fax System (V)	\$700.00

Sub-Total \$13,585.00

Trade-In: One (1) Canon Image Runner 3030, serial number MUFO8327 / C10031285 (\$250.00)

Contract Total: \$13,335.00

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

49-2013

<u>Maintenance</u>: shall be provided for the copier for a cost of \$0.0075 per black and white copy print and \$0.069 per color copy print, billed in arrears quarterly (March 31, June 30, September 30, December 31). Maintenance pricing is firm for seven years **through December 31, 2019**.

First year of maintenance shall be pro-rated through December 31, 2012. Maintenance thereafter shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance pricing includes all labor, mileage, travel time, parts, toner, drums and other supplies (all other consumables), excluding staples and paper.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

Delivery and Installation: Contractor agrees to deliver, setup, connect and provide training of copier to the **Resource Management Department** within 10 days after receipt of Purchase Order. Contractor shall remove the trade-in photocopier the same day the new copier is installed. Contractor agrees to remove the hard drive (memory storage device) should one exist and leave with County.

- 3. Billing and Payment All billing shall be invoiced to the Resource Management Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 4. **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.
- 5. **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.
- 6. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - 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.

DA-COM COLUMBIA LLC

by Much Hoenig

APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk neg

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

Copier: 1710-92300 / \$3333.75; 1720-92300 / \$3333.75 1725-92300 / \$3333.75; 2045-92300 / \$3333.75

Maintenance: \$0.0075/black&white & \$0.069/color, billed in arrears

1/22/13

Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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.



Technology Proposal

For



Presented by: Sean Welek & Mark Koenig

Revised

January 11, 2013

Proposed Equipment REVISED

Kyocera TASKalfa 4550ci Color Digital Copier 1056

Includes: Recommended P13 From the Contract+option

Copy, Print washed and

Scan/Scan to Email/Scan to URL Andread 200

Prints/Copies at 45 Pages Per Minute Color and B&W included a 200

Dual Scan Document Processor

Dual 160GB HD The Date 2002

1-150 Sheet Multi-Purpose Tray Standard (Color Standard

2-500 Sheet Paper Drawers Standard

2-1500 Sheet Paper Pedestal Optional but Included in package 336 37

1-3000 Sheet Side LCT Optional but included in package

4000 Sheet Finisher with 100 Sheet Multi Position Stapler

1-Booklet and Tri Fold Unit-Optional but included in package

2-3 Hole Punch Unit-Optional but included in package 426 22

Outer Job Separator-Optional but included in package 11500

Fax Module-Optional but included in package

Contract Price

\$13,585.00

Annual Service Agreement:

Service includes: All Parts, Labor, Drive

(excluding paper and staples).

Kyocera TASKalfa 4550ci

Black & White Prints are billed at

Color Prints are billed at

\$.0075 each

\$.069 each

No Minimum Required

AEPA | Copiers and Printing Equipment



AEPA

Contract Number AEPA009.D

₹KYOCERa

Kyocera Mita America
National and Government Account Division



AEPA | Participation Agencies and States

The Association of Educational Purchasing Agencies' (AEPA) is a nationwide group of nonprofit educational organizations working collaboratively to save school districts time and money.

AEPA has more than \$330 million in annual protected purchases. We are currently 24 members strong, representing schools serving more than 25 million students. Together we have hundreds of years of public sector purchasing experience.

Program Advantages:

- Time savings with lowest national pricing available
- · Attract and leverage national vendors
- Detailed and complete bid process through nationally experienced participants
- Volume contracts based on 24 member participation
- · Avoid duplication and expense of bid process

Our mission is to cooperatively serve our agency memberships through a continuous effort to explore and solve present and future purchasing needs. Our goals include working on your behalf to secure multi-state volume purchasing contracts that have benefits that are measurable, cost-effective and continuously exceed our membership's expectations.

Our current membership consists of the following states:

California Massachusetts Ohio Oregon Colorado Michigan Minnesota Pennsylvania Connecticut Missouri Texas Florida Montana Virginia lowa Washington Indiana North Dakota Wisconsin Kansas Nebraska Kentucky New Mexico Wyoming

Contact: Da-Com Digital Office Solutions

1406 Rangeline

Columbia, MO 65201

573-449-2663



Panhandle Area Educational Consortium

✓ Alabama, Florida, Georgia, Mississippi, South Carolina





Cooperating School Districts

Arkansas, Illinois, Missouri



Southeast Kansas Education Service Center



Colorado BOCES Association

Colorado, Utah



Minnesota Services Cooperatives

Minnesota, South Dakota



Capitol Region Education Council

Connecticuit, Maine, New Hampshire, Rhode Island, Vermont ...



Montana Cooperative Services LLC

Montana, Alaska, Washington



Fairfax County Public Schools

Delaware, Maryland, North Carolina, Virginia



Nebraska Coopertive Purchasing

Nebraska



Northeast Wyoming BOCES

Idaho, Wyoming



Pennsylvania Education Joint Purchasing Council

New York, Pennsylvania



Wilson Education Center

Indiana



North Dakota Educators Service Cooperative

North Dakota



The Education Cooperative

Massachusetts



Ohio Council of Educational Purchasing Consortia



purchasing.org

CESA Purchasing Org.

Wisconsin



Umatilla-Morrow Education Service District

vice District Oregon



Cooperative Educational Services

New Mexico



Green River Regional Educational Cooperative

Kentucky, Tennessee, West Virginia



TexBuy



Cal Save - Monterey County Office of Education

California, Hawaii, Nevada



Oakland Schools

■ AEPA | Copiers and Printing Equipment



Solution TASKalfa TASKalfa 4550ci DP-771 DF-770 AK-730 PF-730 PF-770	4550ciP10. 45/45 C.P.M. Digital A3 Color MFP Dual Scan Document Processor (DSDP) 1,000 Sheet Staple Finisher (requires AK-730) DF-770/790 Attachment Kit 500 Sheet x 2 Drawers 3,000 Large Capacity Drawer	\$ 7,056.00 1,091.00 933.00 97,00 781.00 860.00 \$ 10,817.00
Solution TASKalfa TASKalfa 4550ci DP-771 DF-770 AK-730 PF-740 PF-770	45/45 C.P.M. Digital A3 Color MFP 45/45 C.P.M. Digital A3 Color MFP Dual Scan Document Processor (DSDP) 1,000 Sheet Staple Finisher (requires AK-730) DF-77/07/30 Attachment Krt 1,500 Sheet x 2 Brawers 3,000 Large Capacity Drawer	\$ 7,056.00 1,091.00 933.00 97.00 836.00 869.00 \$ 10,873.00
Solution TASKalfa TASKalfa 4550ci DP-774 DF-790 AK-730 PF-730 PF-770	4550ciP12 45/45 C.P.M. Digital A3 Color MFP Dual Scan Document Processor (DSDP) 4,000 Sheet Staple Finisher (requires AK-730) DF-770/790 Attachment Kit 500 Sheet x 2 Drawers 3,000 Large Eapacity Drawer	\$ 7,056.00 1,091.00 1,515.00 97.00 781:00 860.00 \$ 11,399.00
Solution TASKalfa TASKalfa 4550cr DP-771 DF-790 AK-730 PF-740 PF-770	45/45 C.P.M. Digital A3 Color MFP Dual Scan Document Processor (DSDP) 4,000 Sheet Staple Finisher (requires AK-730) DF-770/790 Attachment Kit 1,500 Sheet x 2 Drawers 3,000 Large Capacity Drawer	\$ 7,056.00 1,091.00 1,515.00 97.00 836.00 860.00 \$ 11,454.00

We used P13 plus the options below to get the pricing.

11,455.60

■ TASKalfa 4550Ci ACCESSORIES

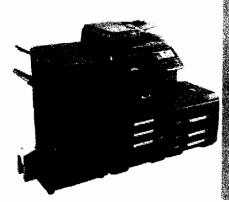
TASKa	ilta 4550Ci ACCESSU	IKIES
ltem	Description	Price
PF-780	500 Sheet Multi-Media Tray	\$ 506.00
PH-7A	Punch Unit for DF-790	406.00
BF-730	Booklet Folder and Tri Folding	
	for DF-790	909.00
MT-730	Mail Box for DF-790	606.00
JS-730	Inner Job Separator (can not be	
10.704	with DF-790/DF-770)	115.00
JS-731	Outer Job Separator	115.00
Fax System (V)	Fax System	700.00
Keyboard Holder (A)	Vouhoord Tray Vit	69.00
Internet Fay (A)	Keyboard Tray Kit Internet Fax Kit	05.00
IIILEITIEL TAX (A)	(requires Fax System (V))	180.00
Data Sec. (E)	Data Security	358.00
Print Document		000.00
Guard Kit (A)		693.00
Print Sys. (11)	EFI Fiery Controller w.Spot-On	
, ((requires Print Sys. Interface Kit (A)	
Print System	Interface Kit for Printing Sys. (11)
Interface Kit (A)incl. mounting kit & circuit boa	rd 455.00

ltem		<u>Price</u>
UG-34	Optional Printer Emulation for IBM Prorinter, Epson LQ-850, Diabro 630	339.00
Card Reader	HID Card Reader Holder for	333.00
Holder (B)	Card Authentication Kit(B)	53.00
IB-50	Gigabit Ether Net Board	265.00
MM-16-128	128MB Fax Memory Board	120.00
DT-730	Original Hard Copy Holder	27.00
Netgard MFD	CAČ Netgard MFD	
	(Scan Block ONLY Network Connection	n) 928.00
MFP Interface	MFP Interface Cable	
Cable	(Required for Full Scan,	
_	Copy & Fax Locking Capability]	41.00
Parts Key	Parts Key Counter Wire	
Counter Wire	(Required for Full Scan,	
	Copy & Fax Locking Capability)	-
	Platen Cover Type E	77.00
Teaching Asst.	Business App. for Automated P	rinting &
	Grading of Bubble Sheet Tests	634.00
Surge Protector	·15 Amp Surge Protector Item #82143015	136.00
	Rem #62143013	130.00

Includes Delivery and Installation. Lease Plans are available.

TASKalfa 4550ci MULTI FUNCTIONAL PRINTER





The Kyocera TASKalfa 4550ci takes flexibility and performance to new heights. Designed specifically with the customer in mind, the TASKalfa 4550ci incorporates high productivity and flexible configurations with exceptional imaging and advanced finishing to easily handle both your day-today document needs as well as more | complex projects with ease. Vibrant color technology enables you to create finished pieces with professional polish, while integrated business applications provide the added power and capabilities to help your business simplify its document workflow. Kyocera's award-winning ultra-reliability and unique long-life technology ensure the superior performance and proven productivity your busy enterprise requires to keep it up and running at maximum efficiency. When it comes to document imaging innovation and quality you can count on, the TASKalfa 4550ci delivers.

The TASKalfa 4550ci Color MFP... document imaging innovation for your office.



SPECIFICATIONS AT A GLANCE • Functions Brandard Network Bont, Span, Bopyand Population Box • Functions Brandard Network for Physics • Specially printibles (4th printible) • Mark Brandard Rouge (4th printible)
Special Standing Black (9th population)
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TASKALFA Solution TASKalfa		AEPA
TASKalfa 4550ci DP-770 Copier Stand	45/45 C.P.M. Digital A3 Color MFP \$ Reversing Automatic Document Processor (RADF) Stand	rchase Price 7,056.00 860.00 216.00 8,132.00
Solution TASKalfa TASKalfa 4550ci DP-771 Copier Stand	45/0ciP2 45/45 C.P.M. Digital A3 Color MFP 5 Digital Scan Document Processor (DSDP) Stand \$ \$	
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Solution TASKalfa TASKalfa 4550cr DP-771 DF-770 AK-730 Copier Stand	4550ciP4 45/45 C.P.M. Digital A3 Golor MFP 45/45 C.P.M. Digital A3 Golor MFP 5 Dual Scan Document Processor (DSDP) (requires additional memory S0-200-10) 400 Sheet Staple Finisher (requires AK-730) 5 DF-770/790 Attachment Kit 5 Stand	7.056.00
Solution TASKalfa 4 TASKalfa 4550ci DP-771 DF-770 AK-730 PF-730	45/45 C.P.M. Digital A3 Color MFP Dual Scan Document Processor (DSDP) (requires additional memory \$0-200-16 1,000 Sheet Staple Finisher (requires AK-730) DF-770/DF-790 Attachment Kit 500 Sheet x 2 Drawers	7,056.00) 1,091.00 933.00 97.00 781.00 9,958.00
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Solution TASKalfa 4 ASKalfa 4550ci IP-771 IF-790 IK-730 IF-730	550ciP8 45/45 C.P.M. Digital A3 Color MFP Dual Scan Decument Processor (DSDP) 4,000 Sheet Staple Finisher (requires AK-730) DF-770/790 Attachment Kit 500 Sheet x 2 Drawers	7,056.00 1,091.00 1,515.00 97.00 781.00 10.539.00
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Melinda Bobbitt - Re: Canon Trade-In

From:

Melinda Bobbitt

To:

Mark Koenig

Subject: Re: Canon Trade-In

Mark,

That sounds fine. I'll use this e-mail for the quote for our contract.

Thanks,

Melinda

>>> "Mark Koenig" <mkoenig@da-com.com> 1/9/2013 2:54 PM >>>

Melinda,

I have been getting back pretty low trade-in values for the Canon.

The problem that I have is that we do not sell or support Canon products.

We have Been quoted \$250 for the IR 3030. I would be glad to pass that to you.

Let me know what you want to do.

Mark Koenig Columbia Sales Manager Da-Com Columbia P: 573-449-2663 F: 573-449-4462

mkoenig@da-com.com

EXTENSION OF AGREEMENT

Contract EXTENSION AGREEMENT made by and between

Kyocera Mita America Category – Digital Copiers and Related Equipment

and

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

Tpost@csd.org

said Agreement being numbered: <u>AEPA BID #009 - Category - Digital Copiers and</u> Related Equipment

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

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

Cooperating School Districts of Greater St Louis
Authorized Signature Steven Keyser Deputy Executive Director/CFO
Kyocera Mita America
Contractor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the AEPA Bid #009. Authorized Signature Title VP of National Accounts
Typed Name Marc Theaman
NOTE: This agreement should be received by 5:00 p.m. at the offices of Cooperating School Districts on or before January 13, 2012.
f you as contractor do not want to extend contract, please sign below and return this agreement to Cooperating School Districts. Discontinue: We desire to discontinue the contract, effective February 28, 2012

December 15,2011

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

Dear Mr. Dolce:

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

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

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

Sincerely,

Tom Post

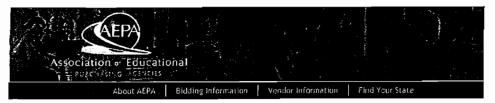
Director Cooperating School Districts

1460 Craig Rd St Louis mo 63146

314-692-1234 tpost@csd.org

Enclosures: Contract Extension (2)

Page 1 of 1 Missouri







The AEPA member in Missouri is Cooperating School Districts.

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

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

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

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Kyocera Mita America, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

- 1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
- 2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

- 1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:
 - Automated verification checks on newly hired alien employees by electronic means, and
 - Photo verification checks (when available) on newly hired alien employees.

.

- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.
- 7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
- 5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

- 7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.
- 9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.
- 11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.
- 4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - · Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

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

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Kyocera Mita America, In	ıc.	
Ann Held		
Name (Please type or print)	Title	
Electronically Signed	10/15/2008	
Signature	Date	
Department of Homeland Security – V USCIS Verification Division	erification Division	
Name (Please type or print)	Title	
Electronically Signed	10/15/2008	
Signature	Dote -	

Home Page 1 of 1

Search Results

Current Search Terms: kyocera* document* solutions* america*

Your search for "kyocera* document* solutions* america*" returned the following results... Entity KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. Status: Active € DUNS: 064465503 +4: CAGE Code: 65678 View Details Has Active Exclusion?: No DoDAAC: KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. Status: Active € DUNS: 064465503 +4: 2008 CAGE Code: 50AP0 View Details Has Active Exclusion?: No DoDAAC: Status: **Active** € KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. DUNS: 064465503 . +4: 2007 CAGE Code: 4QZZ5 View Details Has Active Exclusion?: No DoDAAC: Status: Active 🗉 Entity KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. DUNS: 064465503 +4: 2009 CAGE Code: 5RWX6 View Details Has Active Exclusion?: No DoDAAC: KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. Status: Active 🖸 DUNS: 064465503 +4: 2010 CAGE Code: 6S2A3 View Details Has Active Exclusion?: No DoDAAC:

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system, Use of this system constitutes consent to monitoring at all times.

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DA-COM CORP.

DUNS: 031103682 CAGE Code: 3QKQ4 SAINT LOUIS, MO, 63119-5060 ,
Status: Active UNITED STATES

Entity Overview

Entity Information

DUNS: 031103682
Name: DA-COM CORP.
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:08/08/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.513.20121222-2220

www9

GSA





Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

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

County of J. Louis
State of Missouri)ss
My name is
(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. Attrant Date Printed Name
DIANE M. THORPE Notary Public - Notary Seal State of Missouri Commissioned for St. Louis County My Commission Expires: October 02, 2015 Commission Number: 11468605

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.





THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and <u>DaCom Corporation</u> (Employer) regarding the Employer'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), and 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.

<u>ARTICLE II</u>

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows 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 to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by 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 access to selected data from DHS's database to enable the Employer 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 appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer a manual (the E-Verify 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 a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Gounsel for Immigration-Related Unfair-Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (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 work days 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 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.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 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.

E-Verify.



Company ID Number: 266672

- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, 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 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$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.
- 7. The Employer agrees to initiate E-Verify verification procedures 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 period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification 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 performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. 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 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.
- 9. The Employer 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.

- 10. 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(I)) 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) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match 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).
- 11. 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).
- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

E-Verify.



Company ID Number: 266672

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.

- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance 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 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.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 and 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.
- Form I-9 procedures for Federal contractors: The Employer 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.5, 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.5, 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.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, 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.5, 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.
- 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.





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 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 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 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 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

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

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

E-Verify.



Company ID Number: 266672

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 this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its 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 Employer, its 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 Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, 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 and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.







To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer DaCom Corporation	n.	6 - 1 - 12 - 12 - 13 - 13 - 13 - 13 - 13				
Diane Thorpe						:
Name (Please Type or Print)	100		Title			
Electronically Signed			10/21/2009			
Signature			Date	:		
Department of Homeland Secu	rity – Verific	ation Divisio	n			
USCIS Verification Division						
Name (Please Type or Print)			Title			
					7	
Electronically Signed		*.	10/21/2009	F .		
Signature			Date			





Infor	mation Required for the E-Verify Program
Information relating to your	Company:
Company Name:	DaCom Corporation
Company Facility Address:	5317 Knights of Columbus Dr
	St Louis, MO 63119
Company Alternate	
Address:	
	er film er film film er kommen. En en en film kommen film kommen film er en en film er kommen. En en
County or Parish:	SAINT LOUIS
Employer Identification Number:	430737942
North American Industry Classification Systems Code:	532
Parent Company:	DaCom Corporation
Number of Employees:	20 to 99
Number of Sites Verified for:	i (
re you verifying for more th	an 1 site? If yes, please provide the number of sites verified for in
ach State:	The second secon
MISSOURI	1 site(s)





Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Diane M Thorpe

Telephone Number: (314) 442 - 2800 ext. 303 E-mail Address: dianet@da-com.com

Fax Number:

(314) 442 - 2876

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2013

County of Boone

In the County Commission of said county, on the

29th

day of January

20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 58-04DEC12 – Metal Culvert Pipe Term and Supply to Contech Engineered Solutions as the Primary vendor and to Metal Culverts, Inc. as the Secondary vendor. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 29th day of January 2013.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



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

MEMORANDUM

TO: FROM:

Boone County Commission Amy Robbins, Senior Buyer

DATE:

January 23, 2013

RE:

58-04DEC12 – Metal Culvert Pipe Term and Supply

58-04DEC12 – Metal Culvert Pipe Term and Supply opened on December 4, 2012. Two bids were received and Public Works recommends a multi-vendor award to Contech Engineered Solutions as Primary and Metal Culverts, Inc. as Secondary.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 26420 – Culverts.

ATT: Bid Tabulation

cc:

Chet Dunn, Public Works

Bid File

					Conte	Contech Engineered Solutions	red Solution	Suc				
BID TABULATION 58-	_								-			
04DEC12 - METAL	Ľ	12 GA.	14 GA.	٠,	10 GA.	12 GA.	14 GA.	 	10 GA.	12 GA.	14 GA.	16 GA.
CULVERT PIPE TERM &		Poly	Poly		Zinc	Zinc	Zinc		Alum	Alum	Alum	Alum
SUPPLY Coated Coated Coated Votes Pice	fed Corrupal	Coated Pf	Coated	Coated	Coated	Coated	Coated	Coated	Coated	Coated	Coated	Coated
481												
			\$8.07	29.98		•	\$6.96	\$5.80			\$7.38	\$6.15
4.8.2. 12" Bands 12"												
wide, each			\$12.11	\$10.00			28.00	\$6.67			\$8.49	\$9.23
4.8.3. 12" Bands 24' wide, each			\$16.40	\$13.34			\$13.92	\$11.60			\$14.76	\$12.30
4.8.4.												
15", L.F.			\$10.00	\$8.00			\$8.70	\$6.96			\$9.22	\$7.38
4.8.5, 15" Bands 12' wide, each	•		\$15.00	\$12.00			\$13.05	\$10.44			\$13.83	\$11.07
15" Bands 24" 4.8,6. wide, each			\$20.00	\$16.00			\$17.40	\$13.92			\$18.44	\$14.76
4.8.7. 18" . L.F.			\$12.00	\$10.01			\$10.44	\$8.70			\$11.06	\$9.22
18" Bands 12" 4.8.8. wide, each	2		\$18.00	\$15.02			\$15.66	\$13.05			\$16.59	\$13.83
18" Bands 24" 4.8,9, wide, each	*		\$24.00	\$20.02			\$20.88	\$17.40			\$22.12	\$18.44
4.8.10. 24", L.F.			\$16.00	\$12.67			\$13.92	\$11.02			\$14.75	\$11.68
24" Bands 12" 4.8.11. wide, each	f.		\$24.00	\$19.01			\$20.88	\$16.53			\$22.13	\$17.52
24" Bands 24" 4.18.12. wide, each	s.		\$32.00	\$25.34			\$27.84	\$22.04			\$29.50	\$23.36
4.8.13.30". L.F.		\$27.35	\$20.01	\$16.01		\$23.78	\$17.40	\$13.92		\$25.21	\$18.44	\$14.76
30" Bands 12" 4.8.14. wide, each	**	\$41.03		\$24.02		\$35.67	\$26.10	\$20.88		\$37.82	. \$27.66	\$22.14
30" Bands 24" 4.8.15. wide, each	*.	\$54.70	\$40.02	\$32.02		\$47.56	\$34.80	\$27.84		\$50.42	\$36.88	\$29.52
4.8.16.36", L.F.		\$32.68	\$ \$24.01	\$19.34		\$28.42	\$20.88	\$16.82		\$30.13	\$22.13	\$17.83
36" Bands 12" 4.8.17. wide, each	£,	\$49.02	\$36.02	\$29.01		\$42.63	\$31.32	\$25.23		\$45.20	\$33.20	\$26.75
36" Bands 24" 4.8.18. wide, each		\$65.36	\$48.02	\$38.68		\$56.84	\$41.76	\$33.64		\$60.26	\$44.26	\$53.50
4.8.19. 48", L.F.	\$54.69	59 \$43.36	\$32.02		\$47.56	\$37.70	\$27.84		\$50.41	\$39.96	\$29.51	
4.8.20 wide, each	2" \$62.89	89 \$65.04	4 \$48.03		\$71.34	\$56.55	\$41.76		\$75.62	\$59.94	\$44.27	

						Conte	ch Engine	Contech Engineered Solutions	suo				
BID IABULATION	ATION 58-												
04DEC12 - METAL CULVERT PIPE TE	04DEC12 - METAL CULVERT PIPE TERM &	10 GA. Poly	12 GA. Poly	14 GA. Poly	16 GA. Poly	10 GA. Zinc	12 GA. Zinc	14 GA. Zinc	16 GA. Zinc	10 GA. Alum	12 GA. Alum	14 GA. Alum	16 GA. Alum
SUPPLY		Coated	Coated	Coated	Coated	Coated	Coated						
4.8.21.	48" Bands 24" wide, each	\$109.38	\$86.72	\$64.04		\$95.12	\$75.40	\$55.68		\$100.82	\$119.88	\$88.54	<u>, , , , , , , , , , , , , , , , , , , </u>
4.8.22.	54", L.F.	\$62.95	\$49.96	\$36,95		\$54.74	\$43.44	\$32.13		\$58.02	\$46.05	\$34.06	
4 6 73	54" Bands 12"	C0 403	£77 04	GCE 42		30 (33	21 573	640.20		\$67.03	\$50 OB	00133	
1.0.63.	54" Bands 24"	474.42	17:4:0	C+.000		302.77	01.000	340,60		CO. 100	30.50¢	201.02	
4.8.24.	4.8.24. wide, each	\$125.90	\$99.92	\$73.90		\$109.48	\$86.88	\$64.26		\$116.04	\$92.10	\$68.12	
4.8.25.	4.8.25.60", L.F.	\$86.17	\$67.18	\$48.93		\$74.93	\$58,42	\$42.55		\$79.43	\$61.93	\$45.10	
60" E 4.8.26. each	60" Bands, each	\$129.25	\$77.26	\$73.40		\$112.40	\$87.63	\$48.93		\$91.35	\$92.89	\$51.87	
4.8.27.	60" Diameter Bands, 48"	\$172.34	\$134.36	\$97.86		\$149.86	\$116.84	\$85.10		\$158.86	\$123.86	\$103.74	
4.8.28	4.8.28. 66", L.F.	\$94.21	\$73.75	\$54.04		\$81.92	\$64.13	\$46.99		\$86.84	867.99	\$49.81	
66" I 4.8.29, each	66" Bands,	\$141.32	\$110.63	\$62.15		\$94.21	\$73.75	\$54.04	:	\$130.26	\$101.99	\$74.72	
4.8.30	66" Diameter 4.8.30. Bands, 48"	\$188.42	\$147.50	\$108.08		\$122.88	\$128.26	\$93.98		\$173.68	\$135.98	\$99.62	
4.8.31	4.8.31. 72", L.F.	\$102.24	\$80.33	\$59.16		\$88.90	\$69.85	\$51.44		\$94.23	\$74.04	\$54.53	
4.8.32	72" Bands, 4.8.32. each	No Bid	No Bid	No Bid	•	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	
4.8.33	72" Diameter 4.8.33. Bands, 48"	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	
4.8.34	4.8.34. 84", L.F. 3 x 1		\$93.47	\$68.64	\$56.23		\$81.28	\$59.69	\$48.90		\$86.16	\$60.09	\$51.83
4.8.35.	84" Bands, each		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
4.8.36	84" Diameter 4.8.36. Bands, 48"		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
4.8.37	4.8.37. 96", L.F. 3 x 1		\$107.35	\$78.13	\$63.53		\$93.35	\$67.94	\$55.24		\$98.95	\$72.02	\$58.55

	l					Conte	ech Engine	Contech Engineered Solutions	ions				
BID TABULATION	ATION 58-												
04DEC12 - METAL	METAL	10 GA.	12 GA.	14 GA.	16 GA.	10 GA.	12 GA.	14 GA.	16 GA.	10 GA.	12 GA.	14 GA.	16 GA.
CULVERT P SUPPLY	CULVERT PIPE TERM & SUPPLY	Poly Coated	Poly Coated	Poly Coated	Poly Coated	Zinc	Zinc	Zinc	Zinc	Alum	Alum	Alum Coated	Alum
96" F	96" Bands,				No Bid	, , , ,			No Bid				No Bid
4.8.39.1	96" Diameter 4.8.39. Bands, 48"		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	,1	No Bid		No Bid
4.8.40.	108", L.F. 3 x 1		\$120.50	\$87.63	\$87.63 No Bid		\$104.78	\$76.20 No Bid	No Bid		\$111.07		\$80.77 No Bid
108" 4.8.41. each	108" bands, each		\$30.63	\$22.41	\$17.93		\$26.63	\$19.49	\$15.59		\$28.24	\$20.65	\$16.53
35" 4.8.42, L.F.	35" x 24" R.E. L.F.		No Bid	No Biđ	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
4.8.43.	35" x 24", R.E. 4.8.43. Bands, each		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
49". 4.8,44, L.F.	49" x 33", R.E. L.F.	8	\$42,59	\$31.37	\$25.40		\$37.03	\$27.28	\$22.09		\$39.25	\$28.92	\$23.42
4.8.45.	49" x 33", R.E. 4.8.45. Bands, each		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid		No Bid	No Biđ	No Bid
4.8.46.	64" × 43", R.E. 4.8.46. L.F.	(940)	\$63.29		\$44.17 No Bid		\$51.92	\$38.41 No Bid	No Bid		\$55.03		\$40.72 No Bid
	Totals: 1,424	1,424.18	1,838.92	1,552.01	490.25	1,166.29	1,593.90	1,331.82	424.28	1,302.59 1,753.43	1,753.43	1,468.99	469.77
4.8.47.	Lifting Lugs, each	\$35.00			Vendor note	Bands: 12	Bands: 12" wide 1.5' of pipe		24" wide 2' of pipe)ipe	•		
4.8.48.	4.8.48. Arching fee for unspecified arch sizes:	unspecified a		Add 12	% per b	ase bid pric	e of round p	% per base bid price of round pipe and bands.	ú				
	Mitered ends:												
4.8.49.	Round Pipe Diameter (inches)	Price per Cut (S)	*Vendor note	Price would	Price would depend on qty of pipe	qty of pipe							
4.8.49.1.	12	No Bid			į								
4.8.49.2.	15	No Bid											,

						Conte	sch Engine	Contech Engineered Solutions	ions				
BID TABULATION	ATION 58-	1 1										,	
04DEC12 - METAL CULVERT PIPE TE	04DEC12 - METAL CULVERT PIPE TERM &	10 GA. Poly	Poly	14 GA.		10 GA. Zinc	12 GA. Zinc	14 GA. Zinc	16 GA. Zinc	10 GA. Alum	12 GA. Alum	14 GA. Alum	16 GA. Alum
4.8.49.3.		Coared No Bid	Coated	Coated	Coared	Coated	Coated	Coateo	Coated	Coated	Coated	Coared	Coated
4.8.49.4.		No Bid								7.			
4.8.49.5.	30	No Bid											
4.8.49.6.	36	No Bid											
4.8.49.7.	48	No Bid									.,		
4.8.49.8.	54	No Bid									-		
4.8.49.9.	09	No Bid											
4.8.49.10.	99	No Bid											
4.8.49.11.	72	No Bid				:						,	
4.8.49.12.	84	No Bid											
4.8.49.13.		No Bid											
4.8.49.14.	108	No Bid											
TOTAl .		00 03											
9. 9.	Coop Purchasing (Y or N)						E						:
4.10.	Delivery ARO 2 weeks	2 weeks											
4.11.	Max % Increase 2nd Year												
	Max %												
4.1	Increase 3rd Year												
			- Transport										

						Metal	Metal Culverts, Inc.					
BID TABU								The state of the s				
CULVERT	10 GA.	12 GA. Poly	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc	12 GA. Zinc	14 GA. Zinc Coated	16 GA. Zinc Coated	Alum	12 GA. Alum	14 GA. Alum Coated	16 GA. Alum Coated
SUPPLY 4.8	Coated	Coated			Coated	Coated			Coated	Coated		
4.8.1.			\$10.08	00 83			S 40	89 93			20 03	05.23
4.8.2			\$16.47	, 19 3			\$12.60	\$10.02			\$13.70	\$10.95
4.8.3.			\$21.96	\$17.98			\$16.80	\$13.36			\$18.26	\$14.60
4.8.4.			\$13.92				\$10.65				\$11.57	\$9.18
4.8.5.			\$20.88				\$15.98	99	:		\$17.36	\$13.77
4.8.6.			\$27.84	\$22.62			\$21.30	\$16.80			\$23.14	\$18.36
4.8.7.			\$16.46	\$13.43			\$12.60	86.68			\$13.69	\$10.91
4.8.8.			\$24.69	\$20.15			\$18.90	\$14.97			\$20.54	\$16.37
4.8.9.			\$32.92	\$26.86			\$25.20	\$19.96			\$27.38	\$21.82
4.8.10.			\$21.95	\$17.98			\$16.80	\$13.35			\$18.26	\$14.60
4.8.11.		,	\$32.93	\$26.97			\$25.20	\$20.03			\$27.39	\$21.90
4.18.12.			\$43.90	\$35.96			\$33.60	\$26.70			\$36.52	\$29.20
4.8.13.		\$37.06	\$26.92	\$22.02		\$28.95	\$20.65	\$16.35		\$31.27	. \$22.41	\$17.88
4.8.14.		\$55.59	9 \$40.43	\$33.03		\$43,43	\$30.98	\$24.53		\$46.91	\$33.62	\$26.82
4.8.15.		\$74.12	2 \$53.90	\$44.04		\$57.90	\$41.30	\$32.70		\$62.54	\$44.82	\$35.76
4.8.16.		\$44.16	6 \$32.14	\$26.26		\$34.50	\$24.60	\$19.50		\$37.26	\$26.73	\$21.32
4.8.17.	·	\$66.24	4 \$48.21	\$39.39		\$51.75	\$36.90	\$29.25		\$55.89	\$40.10	\$31.98
4.8.18.		\$88.32	2 \$64.28	\$52.52		\$69.00	\$49.20	\$39.00		\$74.52	\$53.46	\$42.64
4.8.19.	\$75.26	\$58.94	4 \$42.92		\$58.80	\$46.05	\$32.85		\$63.50	\$49.73	\$35.70	
4.8.20.	. \$112.89	\$88.41	.1 \$64.38		\$88.20	\$69.08	\$49.28		\$95.25	\$74.60	\$53.55	

						Meta	Metal Culverts, Inc.	T The state of the				
BID TABU												
04DEC12 - CULVERT SUPPLY	10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.21.	\$150.52	\$117.88	\$85.84		\$117.60	\$92.10	\$65.70		\$127.00	\$99.46	\$107.10	
4.8.22.	\$85.82	\$67.02	\$48.90		\$67.05	\$52.50	\$37.43		\$72.41	\$56.70	\$40.67	
4.8.23.	\$128.73	\$100.53	\$73.35		\$100.58	\$78.75	\$56.15		\$108.62	\$85.05	\$61.01	
4.8.24.	\$171.64	\$134.04	\$97.80	:	\$134.10	\$105.00	\$74.86		\$144.82	\$113.40	\$81.34	
4.8.25.	\$94.56	\$74.02	\$54.33		\$73.88	\$57.83	\$41.59		\$79.79	\$62.45	\$45.19	
4,8,26,	\$141.84	\$111.03	\$81.50		\$110.82	\$86.75	\$62.39		\$119,69	\$93.68	\$67.79	
4.8.27.	\$567.36	\$444.12	\$325.98		\$443.28	\$346.98	\$249.54		\$478.74	. \$374.70	\$271.14	
4.8.28.	\$103.68	\$81.22	Ga. doesn't meet H20 live load \$81.22 requirements		\$81.00	\$63.45	Ga. doësn't meet 1120 live load \$63.45 requirements		\$87.48	\$68.53	Ga. doesn't meet H20 live load S68.53 requirements	
4.8.29.	\$155.52	\$121.83	Ga. doesn't meet H20 live load \$121.83 requirements		\$121.50	\$95.18	Ga. doesn't meet. H20 live load \$95.18 requirements		\$131.22	\$102.80	Ga. doesn't meet H20 live Joad \$102.80 requirements	
4.8.30.	\$622.08		Ga. doesn't meet H20 live load \$487.32 requirements		\$486.00	\$380.70	Ga. docsn't meet H20 live load \$380.70 requirements		\$524.88	\$411.18	Ga. doesn't meet H20 live load \$411.18 requirements	
4.8.31.	\$112.90		Ga. doesn't meet H20 live load S89.18 requirements		\$88.20		Ga. doesn't meet H20 live load requirements		\$95.26	,	Ga. doesn't meet H20 live load S75.25 requirements	
4.8.32.	\$169.35		Ga. doesn't meet H20 live load \$133.77 requirements.		\$132.30	\$104.52			\$142.89		Ga. doesn't meet H20 live load \$112.88 requirements	
4.8.33.	\$677.40		Ga. doesn't meet H20 live load \$535.08 requirements		\$529.20		Ga. doesn't meet H20 live foad \$418.08 requirements		\$571.56		Ga. doesn't need: H20 live load. \$451.50 requirements	
4.8.34.	:	\$123.73	\$89.96	\$74.90		\$95.83	\$68.77	\$56.00		\$103.11	\$74.39	\$60.90
4.8.35.		\$247.46	\$179,92	\$149.80		\$191.66	\$137.54	\$112.00		\$206.22	\$148.78	\$121.80
4.8.36.		\$742.38	8 \$539.76	\$449.40		\$574.98	\$412.62	\$336.00		\$618.66	\$446.34	\$365.40
4.8.37.		\$141.17	7 \$102,65	\$85.28		\$109.34	\$78.47	\$63.76		\$117.64	\$84.83	\$69,34

				TOTAL TANKEN THE TANKE		Meta	Metal Culverts, Inc.					
BID TABU												
04DEC12 - CULVERT SUPPLY	10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	. 12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.38.		\$282.34	\$205.30	\$170.56		\$218.68	\$156.94	\$127.52		\$235.28	\$169.76	\$138.68
4.8.39.		\$847.02	\$615.90	\$513.48		\$656.04	\$470.82	\$382.56		\$705.84	\$509.28	\$416.04
4.8.40.		\$158.20	\$125.02	Ga. doesn't meet H20 live load \$125.02 requirements		\$122.53	\$95.56	Ga. doesn't meet H20 live load \$95.56 requirements		\$131.84	\$103.37	Ga. doesn't meet H20 live load \$103.37 requirements
4.8.41.		\$316.40	17.77	Ga. doesn't meet H20 live load \$250.04 requirements		\$254.06	\$191.12	Ga. doesn't meet H20 live load \$191.12 requirements	(WAR)	\$263.68	\$206.74	Ga. doesn't meet H20 live load \$206.74 requirements
4.8.42.		\$39.64		\$23.54		\$30.98	\$22.07	\$17.49		\$33.46	\$23.98	\$19.13
4.8.43.		\$59.46	\$43.32	\$35.31		\$46.47	\$33.11	\$26.24		\$50.19	\$35.97	\$28.70
4.8.44.		\$55.36		Ga. doesn't meet H20 live load \$40.32 requirements	:	\$43.25		Ga. doesn't meet H20 live load \$30.82 requirements		\$46.72		Ga. doesn't meet H20 live load S33.49 requirements
4.8.45.		\$83.04		Ga. doesn't meet H20 live load \$60.48 requirements		\$64.88	:	Ga. doesn't meet FI20 live load requirements		\$70.08		Ga. doesn't meet H20 live load \$50.24 requirements
4.8.46.		\$71.89	Ga. doesn't meet H20 live load \$71.89 requirements	Ga. docsn't meet H20 live load requirements		\$56.18	Ga. doesn't meet H20 live load S56.18 requirements	meet Ga. doesn't meet ad H20 live load ts requirements		\$60.67	Ga. doesn't meet H20 live load \$60.67 requirements	Ga. doesn't meet H20 live load requirements
	3,369.55	6,177.97	3,707.36	1,952.24	2,632.51	4,817.06	2,835,52	1,455.75	2,843.11	5,183.69	3,108.74	1,585.35
4.8.47.	\$75.00											
4.8.48	4.8.48. 7.00%										:	
:										,		
4.8.49	Price per 4.8.49. (Cut (\$)						3					
4.8.49.1	. \$35.75											
4.8.49.2	2. \$45.00						,					

						Meta	Metal Culverts, Inc.					
04DEC12		12 GA.	14 GA. Poly	16 GA. Poly	10 GA.	12 GA.	14 GA. Zinc	16 GA. Zinc	10 GA.	12 GA.	14 GA. Alum	16 GA. Alum
CULVERT SUPPLY	Poly Coated	Poly Coated	Coated	Coated	Zinc Coated	Zinc Coated	Coated	Coated	Alum Coated	Alum Coated	Coated	Coated
4.8.49.3.	\$55.25											
4.8.49.4.	\$75.20									•		
4.8.49.5.	\$92.50											
4.8.49.6.	\$110.10											
4.8.49.7.	\$161.55				:							
4.8.49.8.	\$182.85								:			
4.8.49.9.	\$205.90									,		
4.8.49.10.												
4.8.49.11.												
4.8.49.12.	\$368.50										:	
4.8.49.13.								,				
4.8.49.14.									,	•		
TOTAL:	TOTAL: \$2,777.85											
4 , Q	>											
4.10.	21 Days											
4.11.	10			70 mm				1		,		
			<u> </u>									
4.1	10										3	

PURCHASE AGREEMENT FOR METAL CULVERT PIPE – TERM & SUPPLY PRIMARY VENDOR

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Metal Culvert Pipe Term & Supply, County of Boone Request for Bid for Metal Culvert Pipe Term & Supply, bid number 58-04DEC12, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated November 30, 2012 and executed by Josh Dickenson 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, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall commence on January 1, 2013 and extend through December 31, 2013 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for six (6) additional six month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- **3.** Basic Services The County agrees to purchase on an as-needed basis from the Contractor and the Contractor agrees to supply the County with Metal Culvert Pipe. Items will 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, as needed and as ordered by County.
- **4. Delivery** Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within 21 days after receipt of order.
- 5. Billing and Payment All billing shall be invoiced to Boone County Public Works and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 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
 - 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.

CONTECH ENGINEERED SOLUTIONS	BOONE COUNTY, MISSOURI
by Josh Dicknown title Says Engineer address 110 Foro Lana Hermono, MO 63042	by: Beone County Commission Daniel K. Atwill, Presiding Commissioner
APPROVED AS TO FORM: County Counselor	Wendy S. Noten, County Clerk my

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.)

2040-26420 Term & Supply (No Encumbrance Required)

Signature

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted.
- 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.

4.7. Pricing: (continues next page)

() Other (Specify) ______

8.4		10 GA. Poly Coated	10 GA. 12 GA. 14 GA. Poly Poly Poly Coated Coated Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.1.	12", L.F. 17" Bands				10.07			08.53 8 98.03	\$ 5.3D			\$7.38	\$6.15
75. 87	12" wide, each			19.11	\$ (D.00			(A.D) \$ CO.8	8 6.67			\$ 849 \$ 9.23	\$ 9.23
	24" wide, each			0H'0118	\$ 16.40 \$ 13.34			\$ 13.92 \$ 11.60	8 11.60			<u> 14.76</u>	8.51 \$ U.PI \$
4, 8, 8 4, 8, 8	15", L.F.			\$ 10.00 \$ 8.00	\$ 8.0D			<u>88.70</u>	9678 OF8			\$ 9.23	\$923 \$738
	12" wide, each	¢		\$15.00	\$ 12.00			\$ 13.05	\$ 13.05 \$ 10.44			\$ 13.83	\$ 13.83 \$ 11.0.T
4.8.6.	24" wide, each			\$ <u>20.00</u>	\$ [6.0D			94.L1.8	\$ 17.40 \$ 13.92			\$ 18.44	913.44 \$ 14.70
4.8.7.	18", L.F. 18", Rande			\$12.00	\$ 10.01			44.018	QL.8.8 10.018	٠		\$ 11.06	\$ 11.0b \$ 90.23
4.8.8.	12" wide, each			8 (8,00	\$ 15.02	~1		\$ 15. Us	\$ 15.06 \$ 13.05			\$ [6.5]	\$ 16.59 \$ 13.33
4.8.9.	24" wide, each			824.00	20.02 \$ 20.07\$	- 1		\$20.88	0h.11.8 88.068			81.62	44.81.8 ELEC.
4.8.10.	24", L.F. 24", Rande			\$ 16.00	16.00 \$ 12.60T	7		\$13.92	\$11.02			\$ 14.75	84.11\$ 51.48
4.8.11.				anhes	19.91 \$ WHE \$			86.0/08	\$ [4.53	•		\$20.13	\$ 17.5A
4.18.12.	24" wide, each			\$ 33.00	\$ 45.34	7		48.LB\$	\$ 23.04			\$29.50	\$ 23.36

4.8.13. 30", L.F. 30" Bands 12" wide, 4.8.14. each 30" Bands 24" wide, 4.8.15. each 4.8.16. 36", L.F. 36" Bands 12" wide,	10 GA. Poly Coated	12 GA. 14 GA. Poly Coated Coated \$\frac{27.35}{\$\sqrt{1.05}} \\$\frac{20.0}{\$\sqrt{0.0}}\$	al — al	16 GA. Poly Coated \$ 16.0 \$ 24.02 \$ 15.34	Zinc Coated	22 GA. Zinc Coated \$.23.78 \$.35.67 \$.47.56 \$.42.63	2 Zinc Coated \$\frac{\Zinc}{\\$\limin{2}{3}\limin{2}\limin{2}{3}\limin{2}\limin{2}{3}\limin{2}	16 GA. Zinc Coated \$ 13.92 \$ 20.88 \$ 27.84 \$ 16.82	Alum Coated	12 GA. Alum Coated \$25.21 \$37.82 \$30.42	14 GA. Alum Coated \$\frac{12}{5} \frac{14}{4} \right \$\frac{2}{5} \frac{27}{4} \right \$\frac{22}{5} \frac{27}{4} \right \$\frac{22}{5} \frac{27}{4} \right \$\frac{22}{5} \frac{27}{4} \right	16 GA. Alum Coated \$ [4.7]6 \$ 23.19 \$ 17.83
36" Bands 24" wide, each 48", L.F. 48" Bands 12" wide, each	\$54.69	50.67 \$ 45.24 \$ 43.62 50.67 \$ 45.54 \$ 43.63	\$ 43.03	\$ <u>33.63</u>	次 小 近 一 近	\$56.34 \$71.70 \$56.55	45.128 45.128	\$ 33 in	50.41 575.42	\$ 39.76 \$ 59.54	\$ 29.5 \$ 44.87	\$53.50
48" Bands 24" wide, each 54", L.F.	\$ <u>101.38</u>	40.40 \$ 25.48 \$ 85.60 \$ 25.60 \$	\$36.95		\$5.12 \$54.74	843.44	\$ 55.68 \$ 33.13		\$ 58.02	\$ 119.38	\$ 34.66	
54" Bands 12" wide, each 54" Bands 24" wide, each	\$125.90	51.52 × 11.17 × 27.178	57.52\$ PEPT\$		\$129.48	\$65.16	372 hay \$		\$87.03	\$ 52.10	\$ 68.12	
60", L.F.	1.98°	836.17 8 17.18 8 48.93	\$ 48.63		\$74.93		53.42 \$ 42.55	S	\$ 79.43	\$ (01.93	\$ 45.10	

Bid #58-04DEC12

November 9, 2012

16 GA. Alum Coated									\$ 21.33	€	↔
14 GA. Alum Coated	\$ 51.87	4158.86 \$ 153.34 \$ 163.74	\$ 49.31	\$ 130.26 \$ 161.99 \$ JS.051.8	50.73.68 \$ (35.58 \$ 45.62	\$ 54.53	\$	8	\$36.16 \$60.09	\$	€
12 GA. Alum Coated	\$28.87	\$ (33.36	\$ 67.99	\$ 161.99	\$ (35.58	8 74.64	S	\$	\$36.16	S	₩
10 GA. Alum Coated	\$91.35	\$ 158.36	\$ 36.39	\$ 130.26	8/12/18	8-24:33	. so	↔			2
16 GA. Zinc Coated									26.8h \$	€	\$ 2 K
14 GA. Zinc Coated	\$ 48.93	\$85.10	8-97-8	\$ 54.04	\$ 93.98	\$ 51.49	\$	⊗	\$ 59.69	8	
12 GA. Zinc Coated	83.13	4 3 116.8H	\$ 64.13	\$ 73.75	\$122.38 \$ [28.24 \$ 93.98	\$ 19.85	\$	€	\$ 31.78	\$	s sand
10 GA. Zinc Coated	an 2118	\$149.36	\$ 81.52	12.45\$	\$ 172.38	\$ 38.50	€	\$	22		Q
16 GA. Poly Coated									\$5623	\$	S. S
14 GA. Poly Coated	\$ 13.40	89.36	\$ 54.04	\$ 62.15	\$ 108.69	\$ 59.16	₩	€	\$ 1878 s	S	\$ (
12 GA. Poly Coated	01.27.8 42.17.8 52.12.18	2013 8 BH.36 891.36	494.21 \$73.75 \$54.04	\$ 141.32 \$ 110.63 \$ 62.15	\$ 138.42 \$ 147.50 \$ 108.08	\$ 102.74 \$ 80.33	₩	€	\$53.47	\$	\$.50 \$.00
10 GA. Poly Coated	\$129.25	\$172.34	\$94.21	\$ 141.32	\$ 138.42)2 <u>701</u> \$	₩	€			12 " Wide
09	Bands, each 60"	Bands, 48"	66", L.F. 66"	Bands, each 66"	Diameter Bands, 48"	72", L.F.	Bands, each 72"	Diameter Bands, 48"	84", L.F. 3 x 1 84"	Bands, each 84" Diameter	Bands, 5. 48" Knols 4DEC12
	4.8.26.	4.8.27.	4.8.28.	4.8.29.	4.8.30.	4.8.31.	4.8.32.	4.8.33.	4.8.34.	4.8.35.	Band 4.8.36. 48" # Kanol Bid #58-04DEC12

12 GA. 14 GA. 16 GA. Alum Alum Alum d Coated Coated Coated \$\frac{98.95}{8.98.55} \frac{52.02}{8.58.55}\$	\$	\$\$\$\$\$ \$		3.25 \$ 23.72	55.63 s 40.72
12 GA. 14 GA. 16 GA. 10 GA. Zinc Zinc Zinc Alum Coated Coated Coated Coated \$\frac{93.35}{53.35} \sigma \frac{67.94}{55.24} \sigma \frac{55.24}{55.24}	\$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		21.63 \$71.73	11.25 \$ 25.15
Poly Poly Poly Zinc Coated Coated Coated Coated $\frac{16 \text{ GA.}}{627.5} = \frac{16 \text{ GA.}}{35 \cdot 28.7} = $	\$	\$ \$ \$\$ \$ [20.5 ⁰ \$ \$7.6 ² \$ NA \$ 27.6 ² \$ 71.61 \$ 17.9 ²		47.59 \$313.1	13.26 \$ 44.17
10 GA. 1. Poly Coated C 96", L.F. 3 4.8.37. x 1 96"	Bands, 4.8.38. each 96" Diameter Bands,	48" 108", L.F. 3 x 1 108" bands,	4.8.42. R.E. L.F. \$. 4.8.42. R.E. L.F. \$. Bands, \$. 4.8.43. each	49" x 33", R.E. L.F. 49" x 33", R.E. Bands,	64" x 43", R.E. L.F. Lifting Lugs, each \$ 35.0

4.8.48. Arching fee for unspecified arch sizes: Add $\frac{\partial^2 \partial h}{\partial h}$ per base bid price of round pipe and bands. 24" Wick 2' & Pring November 9, 2012 # Bands: 12" wide 1.5" & 7: pe Bid #58-04DEC12

2

November 9, 2012
Page

	4 Tries would duper	Styl & Pro													Page
rice er Cut	* * *	\$	€	8	€	€	\$	\$	\	\$	\$		€	8	
Mitered ends: Round Pipe P Diameter po	12	15	81	24	30	36	48	54	09	99	72	84	96	108	EC12
4.8.49.	4.8.49.1.	4.8.49.2.	4.8.49.3.	4.8.49.4.	4.8.49.5.	4.8.49.6.	4.8.49.7.	4.8.49.8.	4.8,49.9.	4.8.49.10	4.8.49.11	4.8.49.12	4.8.49.13	4.8.49.14	Bid #58-04DEC12

4.9.	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
4.10.	Delivery ARO 2 wles
4.11.	Maximum Percentage Increase for % 2nd Year % 3rd Year
4.12.	The Undersigned offers to furnish and deliver the articles or services as specified at the prices and term stated and in strict accordance with all requirements contained in the invitation for Quote (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 Revised Statues of Missouri.
4.13.	Authorized Representative (Sign By Hand):
4.14.	Type or Print Signed Name:
	Josh Dichenson
4.15.	Today's Date: 1130

(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 19160-19211).

(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.
- 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.

Josh Dickinson Sales	Engineer
Name and Title of Authorized Representative	
be the	1.13.13
Signature	Date
1	

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 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.
- The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 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.
- Failure to deliver as guaranteed may disqualify Bidder from future bidding.
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- 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.



Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer

573/886-4392 - FAX 573/886-4390

Email: arobbins@boonecountymo.org

Bid Data

Bid Number: 58-04DEC12

Commodity Title: METAL CULVERT PIPE TERM AND SUPPLY

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Tuesday, December 4, 2012

Time: 1:30 P.M. (Bids received after this time will be returned

unopened)

Location / Mail Address: Boone County Purchasing Department

Boone County Annex Building 613 E. Ash Street, Room 109 Columbia, MO 65201

Columbia, WIO 05201

Directions: The Purchasing office is located on the Southeast corner at 7th

Street and Ash Street. Enter the building from the South side.

Wheel chair accessible entrance is available.

Bid Opening

Day / Date: Tuesday, December 4, 2012

Time: 1:30 P.M.

Location / Address: Boone County Annex

613 E. Ash Street, Room 109 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

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. A "Request 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 aware to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
 - 1.5. **CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** In the event of contradictions or conflicts between the provisions of the documents

- 2. Primary Specifications
- 2.1. Items To Be Provided- Boone County, hereinafter referred to as "County", proposes to contract with an individual(s), hereinafter referred to as "Contractor" for a Term and Supply contract for Metal Culvert Pipe.
- 2.1.1. Contract Documents The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.1.1.1. Contract Duration The Contract shall be effective from January 1, 2013 through December 31, 2013. This contract is subject to semi-annual renewal for 6 additional six-month periods following expiration of the first contract period.
- 2.1.1.2. Contract Extension The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.2. Technical Requirements Annular Riveted Corrugated Metal Culvert Pipe Option 1 Culvert pipe shall have a protective polymer coating conforming to ASTMA A 742 and AASHTO M-36, M-218, M-245 and M-246. The polymer coating shall be a minimum of 10 mils thick. The polymer shall be composed of polyethylene and acrylic acid copolymer. Option 2 Culvert pipe shall have a protective zinc coating conforming to AASHTO M-36 &M-218. Option 3 Culvert pipe shall have a protective aluminized coating conforming to ASTMAA 929 and ASHTO M-36 & M274.
- 2.2.1. Band Requirements All coated annular bands shall include nuts and bolts. Riveted clamp assemblies using 2" x 2" x 3/16" galvanized angles shall be required on all bands. WELDED CLAMP ASSEMBLIES SHALL NOT BE PERMITTED. Band widths for 15" through 54" pipe shall be a minimum of 12". The County will also request bids for 24" band widths. Band widths for 60" to 84" pipe shall be 24". Band widths for 96" and larger pipe shall be 48". At least one bolt per band shall be long enough to draw the band tight enough to allow standard bolts to be utilized.
- 2.2.2. Compliance Requirements All pipe shall be in compliance with the Missouri Standard Specifications for Highway Construction 1999 or current edition, annular riveted. CMP must meet gauge requirements as per Boone County specifications as noted on the bid response.
- 2.2.3. **Length Requirements** All pipe purchases will be in 24 feet lengths unless ordered otherwise.
- 2.2.4. **Lifting Lugs** Lifting lugs must be bolted to pipe using 3 ½" x 3 ½" x ½" angle x 12" long with 3" x 3" x ½" backing plate. Lugs will not be installed on pipes unless requested.
 - 2.3. **Designee** Boone County Public Works Department, Maintenance Division, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.4. **Bid Clarification –** Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, MO 65201 (573) 886-4392. Email: arobbins@boonecountymo.org.
 - 2.5. Delivery FOB Destination to Boone County North Facility, 5501 Oakland Gravel Road, Columbia, MO 65202, and any other requested locations within Boone County Missouri. Deliveries must be within 21 calendar days from the date of order.
- 2.5.1. Order Quantities The County will make every effort to order pipe based on truckload quantities to minimize deliver expenses for the vendor. All items will be delivered F.O.B destination Boone County, Missouri with delivery times and locations consistent with the needs of the County and coordinated with the Public Works Department.
- 2.6. **Award** A single vendor will be awarded the bid. Therefore, vendors are required to bid on all items.

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. Submittal Package Submit, to the location specified on the title page, three (3) complete copies of your Response in a single, sealed envelope, clearly mark on the outside with your company name and return address, bid number, and due date and time.
- 3.2.2. Advice of Award Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at: www.showmeboone.com.
- 3.2.3. **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.
 - 3.3. 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.
- Endurance of Pricing Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

County of	Boone	Purchasing Department
4.	Response Form	
4.1.	Company Name:	
4.2.	Address:	
4.3.	City/Zip:	
4.4.	Phone Number:	
4.5.	Fax Number:	
4.6.	Federal Tax ID:	· · ·
4.6.1.	() Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)	
4.7.	Pricing: (continues next page)	

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12 GA. Zinc Coated	\$	\$	8	\$	50	8	↔	\$	8	€	€	\$	\$
10 GA. Zinc Coated							\$	\$	60	€	€	₩	₩
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14 GA. Poly Coated	\$	\$	9	\$	₩	\$9	\$	\$	8	⊗	\$	\$	€
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10 GA. Poly Coated							€	\$	\$	⊗	\$	€	₩
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	4.8.13.	4.8.14.	4.8.15.	4.8.16.	4.8.17.	4.8.18.	4.8.19.	4.8.20.	4.8.21.	4.8.22.	4.8.23.	4.8.24.	4.8.25.

Bid #58-04DEC12

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10 GA. Poly Coated	8	\$	₩	\$	8	\$	∽	\$			
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Bid #58-04DEC12

Alum Alum Alum Coated Coated	8	\$	8	\$	8	\$	\$	\$	8	8		
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10 GA. Zinc Coated												
16 GA. Poly Coated	↔	€	\$	\$	€	8	€	€	₩	\$		
14 GA. Poly Coated	€	8	\$	\$	€	\$	€	⊗	8	€		
12 GA. Poly Coated	€	8	€	\$	€	\$	\$	₽	∨	\$		
10 GA. Poly Coated											€	
	96", L.F. 3 x 1 96"	Bands, each 96" Diameter	Bands, 48"	108", L.F. 3 x 1 108"	bands, each	35" x 24" R.E. L.F. 35" x 24",	R.E. Bands, each	49" x 33", R.E. L.F. 49" x 33",	R.E. Bands, each	64" x 43", R.E. L.F.	Lifting Lugs, each	
	4.8.37.	4.8.38.	4.8.39.	4.8.40.	4.8.41.	4.8.42.	4.8.43.	4.8.44.	4.8.45.	4.8.46.	4.8.47.	

Bid #58-04DEC12

November 9, 2012

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Page

108

4.8.49.14

Bid #58-04DEC12

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Price per Cut (\$)

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99

Mitered ends:
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Diameter per (inches) (\$)

4.9.	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
4.10.	Delivery ARO
4.11.	Maximum Percentage Increase for% 2nd Year% 3rd Year
4.12.	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 invitation for Quote (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 Revised Statues of Missouri.
4.13.	Authorized Representative (Sign By Hand):
4.14.	Type or Print Signed Name:
4.15.	Today's Date:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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- 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.
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shall govern.

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Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer (573) 886-4392– Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 58-04DEC12 - Metal Culvert Pipe Term and Supply

Business Name:	-	
Address:		
	-	
	-	
Telephone:	-	
Contact:	_	
Date:		
Reason(s) for not bidding:		·

9025 CENTRE POINTE DR STE 400 WEST CHESTER, OH, 45069-4987, UNITED STATES

Entity Overview

Entity Information

DUNS: 155294440
Name: CONTECH ENGINEERED SOLUTIONS ILC
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:10/14/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.474.20121216-2150 WWW9

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

GSA





Commission Order # 50 - 26 (3

PURCHASE AGREEMENT FOR METAL CULVERT PIPE – TERM & SUPPLY SECONDARY SUPPLIER

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 Metal Culvert Pipe Term & Supply, County of Boone Request for Bid for Metal Culvert Pipe Term & Supply, bid number 58-04DEC12, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated December 3, 2012 and executed by Greg Brauner 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, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall commence on January 1, 2013 and extend through December 31, 2013 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for six (6) additional six month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- **3.** Basic Services The County agrees to purchase on an as-needed basis from the Contractor and the Contractor agrees to supply the County with Metal Culvert Pipe. Items will 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, as needed and as ordered by County.
- **4. Delivery** Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within 21 days after receipt of order.
- 5. Billing and Payment All billing shall be invoiced to Boone County Public Works and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- **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.

METAL CHARDTE INC	PO.	ONE COUNTY MISSOURI
METAL CULVERTS, INC.	во	ONE COUNTY, MISSOURI
by Dr. W. Julia	by:	Boone County Commission
0 4 1/		h. 111/11/1
title Misyllus ·	AL	uncan-
address <u> </u>	Dan	iel K. Atwill, Presiding Commissioner
Jefferon City, No USI	02	
ADDROVED AS TO FORM.	A 777	PEGT.
APPROVED AS TO FORM:	All	TEST:
I whoever	h	Jendy S. Noren
County Counse or	Wen	ndy S. Noren, County Clerk me
AUDITOR CERTIFICATION		9
In accordance with RSMo 50.660, I hereby	y certify that a suffi	cient unencumbered appropriation balance
exists and is available to satisfy the obliga	•	** *
contract is not required if the terms of this	. ,	•
time.)	contract do not cre	ate a measurable county obligation at this
		2040-26420 Term & Supply
	1 /	(No Encumbrance Required)
Shy Z. Titellynd	1/23/13	, , , , , , , , , , , , , , , , , , , ,
Signature by cy	Date	Appropriation Account
/7 700		11 1

(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 19160-19211).

(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.
- 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.

MICHAEL L. RACKERS, MANAGER OF SALES/PRODUCTION EXPEDITING		
Name and Title of Authorized Representative		
Mihael J. Rouh		
Signature	Date	

Commission	Order #	
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STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15.	In the event of a discrepancy between a unit price and an extended line item price, the unit price
	shall govern.

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

County of I	Boone		Purchasing Department				
4.	Response Form						
4.1.	Company Name:	METAL CULVERIS, INC.	<u> </u>				
4.2.	Address:	P.O. BOX 330					
4.3.	City/Zip:	JEFFERSON CITY, MO 65102					
4.4.	Phone Number:	(573) 636–7312					
4.5.	Fax Number:	(573) 634–8729					
4.6.	Federal Tax ID:	43-0916928					
4.6.1.	() Individual/P	Name roprietorship - Individual Name fy)					
4.7.	Pricing: (contin	nues next page)					

16 GA. Alum Coated	\$ 7.30	\$ 10.95	\$ 14.60	\$ 9.18	\$ 13.77	\$ 18.36	\$ 10.91	\$ 16.37	\$ 21.82	\$ 14.60	\$ 21.90	\$ 29.20
14 GA. 1 Alum (Coated C	\$ 9.13	\$ 13.70	\$ 18.26	\$ 11.57	\$ 17.36	\$ 23.14	\$ 13.69	\$ 20.54	\$ 27.38	\$ 18.26	\$ 27.39	\$ 36.52
12 GA. Alum Coated												
10 GA. Alum Coated												
16 GA. Zinc Coated	\$ 6.68	\$ 10.02	\$ 13,36	\$ 8.40	\$ 12.60	\$ 16.80	\$ 6.98	\$ 14.97	\$ 19.96	\$ 13.35	\$ 20.03	\$ 26.70
14 GA. Zinc Coated	\$ 8.40	\$ 12.60	\$ 16.80	\$ 10.65	\$ 15.98	\$ 21.30	\$ 12.60	\$ 18.90	\$ 25.20	\$ 16.80	\$ 25.20	\$ 33.60
12 GA. Zinc Coated												
10 GA. Zinc Coated												
16 GA. Poly Coated	\$ 8.99	\$ 13.49	\$ 17.98	\$ 11.31	\$ 16.97	\$ 22.62	\$ 13.43	\$ 20.15	\$ 26.86	\$ 17.98	\$ 26.97	\$ 35.96
14 GA. Poly Coated	\$ 10.98	\$ 16.47	\$ 21.96	\$ 13.92	\$ 20.88	\$ 27.84	\$ 16.46	\$ 24.69	\$ 32.92	\$ 21.95	\$ 32.93	\$ 43.90
12 GA. Poly Coated												
10 GA. Poly Coated												
10 GA. 12 GA. 14 (Poly Poly Po Coated Coated Coa	12", L.F. 12" Bands	12" wide, each 12" Bands	each	15", L.F. 15" Bands	each 15" Bands	each	18", L.F. 18" Bands	12" wide, each 18" Bands	24" wide, each	24", L.F. 24" Bands	12" wide, each 24" Bands	24" wide, each
4 8 8 —	4.8.2.	4.8.3.	4.8.4.	4.8.5.		4.8.6.	4.8.7.	4.8.8.	4.8.9.	4.8.10.	4.8.11.	4.18.12.

Bid #58-04DEC12

14 GA. 16 GA. Alum Alum Coated Coated	\$_22.41 \$_17.88	\$ 33.62 \$ 26.82	\$ 44.82 \$ 35.76	\$ 26.73 \$ 21.32	\$ 40.10 \$ 31.98	\$ 53.46 \$ 42.64	\$_35.70	\$ 53.55	\$107.10	\$ 40.67	\$ 61.01	\$ 81,34	\$ 45.19	
12 GA. Alum Coated	\$ 31.27	\$ 46.91	\$ 62.54	\$_37.26	\$ 55.89	\$ 74.52	\$ 49.73	\$ 74.60	\$ 99.46	\$ 56.70	\$ 85.05	\$113.40	\$ 62,45	
10 GA. Alum Coated							\$ 63.50	\$ 95.25	\$127.00	\$ 72.41	\$108.62	\$144.82	\$ 79.79	
16 GA. Zinc Coated	\$ 16.35	\$ 24.53	\$ 32.70	\$ 19.50	\$ 29.25	\$ 39.00								November 9, 2012
14 GA. Zinc Coated	\$ 20.65	\$ 30.98	\$ 41.30	\$ 24.60	\$ 36.90	\$ 49.20	\$ 32.85	\$ 49.28	\$ 65.70	\$ 37.43	\$ 56.15	\$ 74.86	\$ 41.59	Novem
12 GA. Zinc Coated	\$ 28.95	\$ 43.43	\$ 57.90	\$ 34.50	\$ 51.75	\$ 69.00	\$ 46.05	\$ 69.08	\$ 92.10	\$ 52.50	\$ 78.75	\$105.00	\$ 57.83	
10 GA. Zinc Coated							\$ 58.80	\$ 88.20	\$17.60	\$ 67.05	\$100.58	\$134.10	\$ 73.88	
16 GA. Poly Coated	\$ 22.02	\$ 33.03	\$ 44.04	\$ 26.26	\$ 39.39	\$ 52.52								
14 GA. Poly Coated	\$ 26.95	\$ 40.43	\$ 53.90	\$ 32.14	\$ 48.21	\$ 64.28	\$ 42.92	\$ 64.38	\$ 85.84	\$ 48.90	\$ 73.35	\$ 97.80	\$ 54.33	Page
12 GA. Poly Coated	\$ 37.06	\$ 55.59	\$ 74.12	\$_44.16	\$_6.24	\$ 88.32	\$ 58.94	\$ 88.41	\$117.88	\$ 67.02	\$100.53	\$134.04	\$ 74.02	
10 GA. Poly Coated							\$ 75.26	\$ 112.89	\$ 150.52	\$ 85.82	\$ 128.73	\$171.64	\$ 24.56	
	30., L.F. 30." Bands 12." wide, each 30." Bands 24." wide, each 36., L.F. 36." Bands 12." wide, each 36." Bands 24." wide, each each 36." Bands					48", L.F. 48" Bands	12" wide, each 48" Bands	24" wide, each	54", L.F. 54" Bands	12" wide, each 54" Bands	24" wide, each	60", L.F.)EC12	
	4.8.13.	4.8.14.	4.8.15.	4.8.16.	4.8.17.	4.8.18.	4.8.19.	4.8.20.	4.8.21.	4.8.22.	4.8.23.	4.8.24.	4.8.25.	Bid #58-04DEC12

16 GA. Alum Coated									\$ 60.90	\$121.80	\$365,40
14 GA. Alum Coated	\$ 67.79	\$ 271.14	*	*	*	*	*	*	\$ 74.39	\$ 148.78	\$ 446.34
12 GA. Alum Coated	\$ 93.68	\$ 374.70	\$ 68.53	\$ 102.80	\$411.18	\$ 75.25	\$112.88	\$ 451.50	\$ 103,11	\$ 206.22	\$618.66
10 GA. Alum Coated	\$119.69	\$478.74	\$ 87.48	\$131.22	\$524.88	\$ 95,26	\$142.89	\$ 571.56			
16 GA. Zinc Coated									\$ 56.00	\$112.00	\$336.00
14 GA. Zinc Coated	\$ 62.39	\$ 249.54	*	*	*	*	*	*	\$ 68.77	\$ 137.54	\$ 412.62
12 GA. Zinc Coated	\$ 86.75	\$346.98	\$ 63.45	\$ 95.18	\$380.70	\$ 69.68	\$104.52	\$418.08	\$ 95.83	\$ 191.66	\$574.98
10 GA. Zinc Coated	\$110.82	\$443.28	\$ 81.00	\$121.50	\$486.00	\$ 88.20	\$132.30	\$529.20			
16 GA. Poly Coated									\$ 74.90	\$ 149.80	\$ 449.40
14 GA. Poly Coated	\$ 81.50	\$325.98	*	*	*	*	*	*	\$ 89.96	\$179.92	\$ 539.76
12 GA. Poly Coated	\$111.03	\$444.12	\$ 81.22	\$121.83	\$487.32	\$ 89,18	\$133.77	\$535.08	\$123.73	\$247.46	\$742.38
10 GA. Poly Coated	WIDE \$_141.84	\$ 567.36 \$444.12	\$ 103.68	WIDE \$ 155.52	\$ 622.08	\$ 112.90	WIDE \$ 169.35	\$ 677.40 \$535.08		WIDE	
"0"	90 Bands, 12" WIDE each \$ 12 60"	Diameter Bands, 48" WDE	66", L.F.	Bands, 12" WIDE each \$.15	Diameter Bands, 48" WIDE	72", L.F.	Bands, 12" WIDE each \$ 169.35	Diameter Bands, 48" WIDE	84", L.F. 3 x 1 84",	Bands, 24" WIDE each 84"	Diameter Bands, 48" WIDE
	4.8.26.	4.8.27.	4.8.28.	4.8.29.	4.8.30.	4.8.31.	4.8.32.	4.8.33.	4.8.34.	4.8.35.	4.8.36.

Bid #58-04DEC12

16 GA. Alum Coated	\$ 69.34	\$138.68	\$416.04	*	*	\$ 19.13	\$ 28.70	*	*	*	
14 GA. Alum Coated	\$ 84.83	\$ 169.76	\$ 509.28	\$ 103.37	\$ 206.74	\$ 23.98	\$ 35.97	\$ 33.49	\$ 50.24	*	
12 GA. Alum Coated	\$117.64	\$ 235.28	\$ 705.84	\$ 131.84	\$ 263.68	\$ 33.46	\$ 50.19	\$ 46.72	\$ 70.08	\$ 60.67	
10 GA. Alum Coated											
16 GA. Zinc Coated	\$ 63.76	\$127.52	\$382.56	*	*	\$ 17.49	\$ 26.24	* \$	*	*	
14 GA. Zinc Coated	\$ 78.47	\$ 156.94	\$ 470.82	\$ 95.56	\$ 191.12	\$ 22.07	\$_33.11	\$ 30.82	\$ 46.23	*	
12 GA. Zinc Coated	\$109.34	\$218.68	\$656.04	\$122.53	\$254.06	\$ 30.98	\$ 46.47	\$ 43.25	\$ 64.88	\$ 56.18	
10 GA. Zinc Coated											
16 GA. Poly Coated	\$ 85.28	\$ 170.56	\$ 513.48	*	*	\$ 23.54	\$ 35.31	*	*	*	
14 GA. Poly Coated	\$ 102.65	\$ 205.30	\$615.90	\$125.02	\$250.04	\$ 28.88	\$ 43.32	\$ 40.32	\$ 60.48	*	
12 GA. Poly Coated	\$141.17	\$282.34	\$847.02	\$158.20	\$316.40	\$ 39.64	\$ 59.46	\$ 55.36	\$ 83.04	\$ 71.89	
10 GA. Poly Coated		WIDE			WIDE		WIDE		WIDE		\$ 75.00
	96", L.F. 3 x 1 96"	Bands, 24" WIDE each 96"	Diameter Bands, 48" WIDE	108", L.F. 3 x 1	bands, 24" WIDE each	35" x 24" R.E. L.F. 35" x 24".	R.E. Bands, 12" WIDE each	49" x 33", R.E. L.F. 49" x 33",	R.E. Bands, 12" WIDE each	64" x 43", R.E. L.F.	Lifting Lugs, each \$_75.00
	4.8.37.	4.8.38.	4.8.39.	4.8.40.	4.8.41.	4.8.42.	4.8.43.	4.8.44.	4.8.45.	4.8.46.	4.8.47.

^{-%} per base bid price of round pipe and bands. / 4.8.48. Arching fee for unspecified arch sizes: Add _

Bid #58-04DEC12

^{*} GAUCE DOFS NOT MEET HZO LIVE LOAD REQUIREMENTS

	November 9, 2012
\$ 487.00	Page
. 108	Bid #58-04DEC12

Price per Cut (\$)

4.8.49.

Mitered ends:
Round
Pipe Pri
Diameter per
(inches) (\$

\$ 45.00

15

4.8.49.2.

\$ 35.75

12

4.8.49.1.

\$ 55.25

18

4.8.49.3.

\$ 75.20

24

4.8.49.4.

\$ 92.50

30

4.8.49.5.

\$110.10

36

4.8.49.6.

\$ 161.55

48

4.8.49.7.

\$ 182.85

54

4.8.49.8.

\$ 205.90

9

4.8.49.9.

\$ 250.00

99

4.8.49.10

\$ 277.00

72

4.8.49.11

\$368.50

84

4.8.49.12

\$ 431.25

96

4.8.49.13

4.8.49.14

Ξ

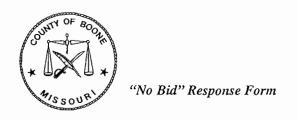
4.9.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
4.10.	Delivery ARO 21 DAYS
4.11.	Maximum Percentage Increase for 10 % 2nd Year 10 % 3rd Year
4.12.	The Undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the invitation for Quote (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 Revised Statues of Missouri.
	Authorized Representative (Sign By Hand):
4.14.	Type or Print Signed Name:
	GREG BRAUNER, SALES REPRESENTATIVE
4.15.	Today's Date: DECEMBER 3, 2012

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.
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- 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.
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shall govern.

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Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer (573) 886-4392- Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 58-04DEC12 - Metal Culvert Pipe Term and Supply

Business Name:	-	•	
Address:			
	-		
	-		
Telephone:	-		
Contact:	_		
Date:			
Reason(s) for not bidding:			



Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer

573/886-4392 - FAX 573/886-4390

Email: arobbins@boonecountymo.org

Bid Data

Bid Number: 58-04DEC12

Commodity Title: METAL CULVERT PIPE TERM AND SUPPLY

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Tuesday, December 4, 2012

Time: 1:30 P.M. (Bids received after this time will be returned

unopened)

Location / Mail Address: Boone County Purchasing Department

Boone County Annex Building 613 E. Ash Street, Room 109 Columbia, MO 65201

Directions: The Purchasing office is located on the Southeast corner at 7th

Street and Ash Street. Enter the building from the South side.

Wheel chair accessible entrance is available.

Bid Opening

Day / Date: Tuesday, December 4, 2012

Time: 1:30 P.M.

Location / Address: Boone County Annex

613 E. Ash Street, Room 109

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

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. A "Request 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 aware to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
 - 1.5. **CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. Precedence In the event of contradictions or conflicts between the provisions of the documents

comprising this Contract, they will be resolved by giving precedence in the following order:

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

- 2. Primary Specifications
- 2.1. Items To Be Provided- Boone County, hereinafter referred to as "County", proposes to contract with an individual(s), hereinafter referred to as "Contractor" for a Term and Supply contract for Metal Culvert Pipe.
- 2.1.1. Contract Documents The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.1.1.1. Contract Duration The Contract shall be effective from January 1, 2013 through December 31, 2013. This contract is subject to semi-annual renewal for 6 additional six-month periods following expiration of the first contract period.
- 2.1.1.2. Contract Extension The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.2. Technical Requirements Annular Riveted Corrugated Metal Culvert Pipe Option 1 Culvert pipe shall have a protective polymer coating conforming to ASTMA A 742 and AASHTO M-36, M-218, M-245 and M-246. The polymer coating shall be a minimum of 10 mils thick. The polymer shall be composed of polyethylene and acrylic acid copolymer. Option 2 Culvert pipe shall have a protective zinc coating conforming to AASHTO M-36 &M-218. Option 3 Culvert pipe shall have a protective aluminized coating conforming to ASTMAA 929 and ASHTO M-36 & M274.
 - 2.2.1. Band Requirements All coated annular bands shall include nuts and bolts. Riveted clamp assemblies using 2" x 2" x 3/16" galvanized angles shall be required on all bands. WELDED CLAMP ASSEMBLIES SHALL NOT BE PERMITTED. Band widths for 15" through 54" pipe shall be a minimum of 12". The County will also request bids for 24" band widths. Band widths for 60" to 84" pipe shall be 24". Band widths for 96" and larger pipe shall be 48". At least one bolt per band shall be long enough to draw the band tight enough to allow standard bolts to be utilized.
- 2.2.2. Compliance Requirements All pipe shall be in compliance with the Missouri Standard Specifications for Highway Construction 1999 or current edition, annular riveted. CMP must meet gauge requirements as per Boone County specifications as noted on the bid response.
- 2.2.3. Length Requirements All pipe purchases will be in 24 feet lengths unless ordered otherwise.
- 2.2.4. Lifting Lugs Lifting lugs must be bolted to pipe using 3 ½" x 3 ½" x ¼" angle x 12" long with 3" x 3" x ½" backing plate. Lugs will not be installed on pipes unless requested.
 - 2.3. **Designee** Boone County Public Works Department, Maintenance Division, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.4. **Bid Clarification** Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, MO 65201 (573) 886-4392. Email: arobbins@boonecountymo.org.
 - 2.5. Delivery FOB Destination to Boone County North Facility, 5501 Oakland Gravel Road, Columbia, MO 65202, and any other requested locations within Boone County Missouri. Deliveries must be within 21 calendar days from the date of order.
- 2.5.1. Order Quantities The County will make every effort to order pipe based on truckload quantities to minimize deliver expenses for the vendor. All items will be delivered F.O.B destination Boone County, Missouri with delivery times and locations consistent with the needs of the County and coordinated with the Public Works Department.
 - 2.6. Award A single vendor will be awarded the bid. Therefore, vendors are required to bid on all items.

- 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. Submittal Package Submit, to the location specified on the title page, three (3) complete copies of your Response in a single, sealed envelope, clearly mark on the outside with your company name and return address, bid number, and due date and time.
- 3.2.2. Advice of Award Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at: www.showmeboone.com.
- 3.2.3. **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.
 - 3.3. 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.

County of	Boone	Purchasing Department
4.	Response Form	
4.1.	Company Name:	
4.2.	Address:	
4.3.	City/Zip:	
4.4.	Phone Number:	
4.5.	Fax Number:	-
4.6.	Federal Tax ID:	· ·
4.6.1.	() Corporation () Partnership - Name	
	() Individual/Proprietorship - Individual Name() Other (Specify)	
4.7.	Pricing: (continues next page)	

16 GA. Alum Coated	€	€	\$	€	€	€	\$	€	8	€	↔	\$
14 GA. Alum Coated	\$	€	\$	€	€	€	∞	⇔	€	€	\$	8
12 GA. Alum Coated												
10 GA. Alum Coated										٠		
16 GA. Zinc Coated	8	\$	\$	8	8	\$	\$	\$	€	⊗	S	€
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12 GA. Zinc Coated												
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16 GA. Poly Coated	↔	≶	8	\$	\$	\$	⊗	\$	\$	⇔	\$	↔
14 GA. Poly Coated	↔	€	⊗	⇔	S	\$	\$	\$	\$	8	∞	₩
12 GA. Poly Coated												
10 GA. Poly Coated												
10 GA. 12 GA. 14 G. Poly Poly Poly Coated Coated Coate 4.8 Annular Riveted Corrugated Metal Pip	12", L.F. 12" Bands	each 12" Bands	each	15", L.F. 15" Bands 12" wide.	each 15" Bands 24" wide	each	18", L.F. 18" Bands	each 18" Bands 24"d.	each	24", L.F. 24" Bands	12" wide, each 24" Bands	24" wide, each
8.4	4.8.1.	4.8.3.	4.8.4	4.8.5.		4.8.6.	4.8.7.	4.8.8.	4.8.9.	4.8.10.	4.8.11.	4.18.12.

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Bid #58-04DEC12

November 9, 2012

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12 GA. Alum Coated	₩	€	€	€	↔	∞	€	\$	€	\$	\$	€	€	
10 GA. Alum Coated	•						€	\$	·	\$	\$	↔ .	↔	2
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14 GA. Zinc Coated	\$	S	\$	S	S	⇔	\$	€	\$	\$	\$	€	€	Nove
12 GA. Zinc Coated	S	⇔	8	S	\$	8	€	\$	\$	\$	\$	\$	€	
10 GA. Zinc Coated							\$	₩	\$	\$	\$	S	€	
16 GA. Poly Coated	S	S	8	\$	\$	\$.
14 GA. Poly Coated	S	\$	8	\$	\$	\$	\$	\$	€	\$	\$	€	₩	Page
12 GA. Poly Coated	\$	\$	8	\$	\$	\$	\$	€	€	\$	\$	\$	↔	
10 GA. Poly Coated							8	€	€	€	∞	⇔	€	
	30", L.F. 30" Bands 12" wide.	each 30" Bands 24" wide.	each	36", L.F. 36" Bands 12" wide.	each 36" Bands 24" wide	each	48", L.F. 48" Bands 12" wide.	each 48" Bands 24" wide.	each	54", L.F. 54" Bands 12" wide.	each 54" Bands 24" wide.	each	60", L.F.)EC12
	4.8.13.	4.8.14.	4.8.15.	4.8.16.	4.8.17.	4.8.18.	4.8.19.	4.8.20.	4.8.21.	4.8.22.	4.8.23.	4.8.24.	4.8.25.	Bid #58-04DEC12

16 GA. Alum Coated									€	\$	\$
14 GA. Alum Coated	∽	\$	\$	\$	€\$	₩	\$	₩	€	\$	₩
12 GA. Alum Coated	€	€	€	€	\$	₩	∽	€	⇔	₩	€
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16 GA. Zinc Coated									\$	€	₩
14 GA. Zinc Coated	√	€	₽	\$	\$	₩	€	€	\$	€	₩
12 GA. Zinc Coated	∽	8	\$	\$	₩	€	∽	₩	\$	€	€
10 GA. Zinc Coated	€	8	\$	₩	₩	€	\$	₩			
16 GA. Poly Coated									\$	€\$	\$
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12 GA. Poly Coated	∽	\$	\$	₩	\$	₩	\$	€	8	49	\$
10 GA. Poly Coated	∽	\$	€	\$	8	€	₩	€			
	60" Bands, each 60" Diameter	bands , 48"	66", L.F. 66" Bands.	each 66" Diameter Bands	48",	72", L.F. 72" Bands.	each 72" Diameter Bands		x 1 84" Bands.		
	4.8.26.	4.8.27.	4.8.28.	4.8.29.	4.8.30.	4.8.31.	4.8.32.	4.8.33.	4.8.34.	4.8.35.	4.8.36.

Page

Bid #58-04DEC12

November 9, 2012

		10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
	96", L.F. 3		•	+	•		•	•	•		,		
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1 8 30	Diameter Bands,		¥	¥	¥		¥	¥	¥		÷	Ð	e
4 8 40	108", L.F. 3 x 1		- + 4	- +	 		- + 4	- -	. 4		- -	- -	- -
	108" bands,		- -	- - -	- 6		- 6	- - 6	- -		9 6	9 6	9 6
	eacn 35" x 24"				 		<u> </u>		<u> </u>		6	6	A
4.8.42.	R.E. L.F. 35" x 24", R.E. Bands.		€	€	₩		₩	₩	₩		₩	₩	\$
4.8.43.	each 49" x 33".		\$	\$	\$		\$	\$	<u>\$</u>		€	\$	\$
4.8.44.	R.E. L.F. 49" x 33", R.E. Bands		↔	\$	\$		€	⇔	€		%	\$	₩
4.8.45.	each 64" • 43"		⊗	↔	\$		8	8	\$		\$	\$	\$
4.8.46.	R.E. L.F.		∽	₩	\$		∞	€	\$		\$	\$	\$
4.8.47.	Lifting Lugs, each	€											

Bid #58-04DEC12 Page

4.8.48. Arching fee for unspecified arch sizes: Add_

9

November 9, 2012

_% per base bid price of round pipe and bands.

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	3-04DE(
	Bid #58-04DEC12	

96

4.8.49.13

4.8.49.14

54

4.8.49.8.

9

4.8.49.9.

4.8.49.10

99

72

4.8.49.11

84

4.8.49.12

Price per Cut (\$)

Pipe Diameter (inches)

4.8.49.

12

4.8.49.1.

15

4.8.49.2.

18

4.8.49.3.

24

4.8.49.4.

30

4.8.49.5.

36

4.8.49.6.

48

4.8.49.7.

Mitered ends: Round

4.9.	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
4.10.	Delivery ARO
4.11.	Maximum Percentage Increase for % 2nd Year % 3rd Year
4.12.	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 invitation for Quote (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 Revised Statues of Missouri.
4.13.	Authorized Representative (Sign By Hand):
4.14.	Type or Print Signed Name:
4.15.	Today's Date:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 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.
- The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

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



Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer (573) 886-4392- Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 58-04DEC12 - Metal Culvert Pipe Term and Supply

Business Name:		
Address:		
Telephone:		
Contact:		
Date:		
Reason(s) for not bidding:		

METAL CULVERTS, INC.

DINS: 054939509 CAGE Code: 3HLG2 JEFFERSON CITY, MO, 65102-0330 ,
Status: Active UNITED STATES

Entity Overview

Entity Information

DINS: 054939509
Name: METAL CULVERTS, INC.
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: \$19/06/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.474.20121216-2150 WWW9

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

SSA T



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

29th

day of January

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C112022001 – Food & Food Service Supplies Term and Supply with US Foodservice of St. Louis, MO for use by the Boone County Sheriff's Department.

The terms of this Cooperative Agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 29th day of January, 2013.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner,

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



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

MEMORANDUM

TO: Boone County Commission

FROM: Amy Robbins DATE: January 22, 2013

RE: Cooperative Contract: C112022001 – Food & Food Service Supplies Term

and Supply

The Boone County Sheriff Department requests permission to utilize the State of Missouri cooperative contract C112022001 – Food & Food Service Supplies Term and Supply with US Foodservice of St., Louis, MO.

This is a Term and Supply contract and invoices will be paid from department 1255 – Corrections, account 23400 – Food.

ATT: Current contract pricing

cc: Contract File

Leasa Quick, Budget Administrator, Sheriff Dept.

Chad Martin, Captain, Sheriff Dept.

County 6		Purchasing Department		
4.1.	Company Name:			
4.2.	Address: US Foodservice -	Allen Division		
	8543 Page Ave.	* A		
4.3.	City/Zip: St. Louis MO 10	3114		
4.4.	Phone Number:	289 37X		
4.5.	Fax Number:	102 216/2		
4.6.	314 - 787 - 1355 E-Mail Address:	***************************************		
4.7.	Federal Tax ID: Sohn. dudzinski@ usfood.com			
171	36-3642294 (x) Corporation	St. P. P. Cartan, communication for the Control of Cont		
4.7.3.	() Partnership - Name	_		
	() Individual/Proprietorship - Individual Name () Other (Specify)			
4.8.	FIXED PERCENTAGE MARK-UP: The bid	Idar shall indicate helasy the fixed negatives		
1,0.	mark-up for each category. The fixed percentage	e mark-up shall remain the same throughout		
	the entire original contract period as well as each			
	Category	Fixed % Mark-Up		
4.8.1.	Produce	14.9 %		
	Dairy	// %		
		ham		
	Meats (Fresh and Frozen)			
	Seafood (Fresh and Frozen)	1,5 %		
4.8.5.	Poultry (Fresh and Frozen)	7_%		
4.8.6.	Frozen Goods	10_%		
4.8.7.	Canned and Dry Goods	12.5 %		
4.8.8.	Beverage	12.5%		
4.8.9.	Chemical Products	15 %		
4.8.10.	Supplies and Equipment	_17.5%		
4.8.11.	Health Care			
4.8.12.	Paper Products	15 %		
4.9.	Will you honor the submitted prices for purchase by cooperative purchasing with Boone County, Missour	other entities in Boone County who participate in in No		
	PLEASE SUBMIT THREE (3) COPIES OF T HOLIDAYS OBSERVED BY THE			

PURCHASE AGREEMENT FOR FOOD & FOOD SERVICE SUPPLIES - TERM AND SUPPLY

THIS AGREEMENT dated the 39th day of JANUARY 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and US Foodservice, 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 Food and Food Service Supplies Term and Supply in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C112022001 as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract C112022001 shall prevail and control over the vendor's bid response.
- 2. Contract Duration This agreement shall commence on date of agreement and extend through December 31, 2013 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- **3.** *Purchase* The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
 - 4. *Delivery* Contractor agrees to deliver the items as specified and as requested by the County.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 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:
 - 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.

FLAMILE MANAGER

BOONE COUNTY, MISSOURI

by: Boone County Commission

APPROVED AS TØ FORM:

ATTEST:

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.)

1255 / 23400 Term/Supply

Pune Packford by jg 01/23/2013 No Encymbrance Required

Date Appropriation Account

Commission	Order	·#
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STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
- 5. The delivery date shall be stated in definite terms.
- 6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- 8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
- 9. Prices must be as stated in units of quantity specified, and must be firm.
- The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



NOTICE OF CONTRACT AMENDMENT

State Of Missouri Office Of Administration Division Of Purchasing And Materials Management PO Box 809 Jefferson City, MO 65102-0809 http://www.oa.mo.gov/purch

CONTRACT NUMBER	CONTRACT TITLE
C112022001	Prime Vendor and Food Service Supplies
AMENDMENT NUMBER	CONTRACT PERIOD
001	May 1, 2012 through April 30, 2017
REQUISITION NUMBER	VENDOR NUMBER
NA	3636422940 3
CONTRACTOR NAME AND ADDRESS	STATE AGENCY'S NAME AND ADDRESS
US Foods St. Louis Division 8543 Page Avenue St. Louis, MO 63114	Various State Agencies Located throughout the State of Missouri
Contract C112022001 is hereby amended pursuant to the	attacheu Signeu Amenument #001 dated 01/04/15.
BUYER	BUYER CONTACT INFORMATION
Liz Palazzolo	Email: Liz,Palazzolo@oa.mo.gov Phone: (573) 751-4885 Fax: (573) 526-9816
signature of byer	DATE
(V) lalex Des	January 7, 2013
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT	
James Milus R.	



STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) CONTRACT AMENDMENT

AMENDMENT NO.: 001

REQ NO.:

NA

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.

TITLE:

CONTRACT NO.: C112022001

BUYER:

Liz Palazzolo (573) 751-4885

ISSUE DATE:

Doing Business As (DBA) NAME

Prime Vendor and Food Service Supplies 12/18/12

PHONE NO.: E-MAIL;

Liz.Palazzolo@oa.mo.gov

TO: US Foods St. Louis Division

8543 Page Avenue St. Louis, MO 63114

RETURN AMENDMENT BY NO LATER THAN: 12/24/12 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	larissa.bess@oa.mo.gov
FAX TO:	(573) 526-9818
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies Located throughout the State of Missouri

SIGNATURE REQUIRED

US Foods St.Louis Division		US Foods, Inc ("U	JS Foods")
MAILING ADDRESS		IRS FORM 1099 MAILING	
8543 Page Avenue		9399 west Higgins	s Road, Suite 500
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
St.Louis, MO 63114		Rosemont, IL 600	18
CONTACT PERSON		EMAIL ADDRESS	
Bob Rigoni		Bob.Rigoni@usfoo	ds.com
PHONE NUMBER		FAX NUMBER	
314-473-3373		480-245-1259	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE	(CHECK ONE)	VENDOR NUMBER (IF KNOWN)
36-3642294 _X FEIN		S\$N	3636422940 3
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
X Corporation Individual State/	Local Government	Partnership Sole Pa	roprietorIRS Tax-Exempt
AUTHORIZED SIGNATURE		01.04	. /3
PRINTED NAME		TITLE	F ()
Bob Rigoni ()		Director of national	Accounts & Healthcare

AMENDMENT #001 TO CONTRACT C112022001

CONTRACT TITLE:

Prime Vendor and Food Service Supplies

CONTRACT PERIOD:

May 1, 2012 through April 30, 2017

The State of Missouri desires to amend the subject contract by adding paragraph title 2.19 and paragraphs 2.19.1 and 2.19.2 to the contract:

1.1 Cooperative Procurement Program:

- 1.1.1 The contractor has indicated agreement to participate in the Cooperative Procurement Program to provide prime vendor and food service supplies as described in the contract under the terms and conditions, requirements, and specifications of the contract, including prices, to the government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: http://www.moga.mo.gov/statutes/c000-099/0670000360.htm.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.2 Regarding only purchases made by cooperative procurement entities, i.e., not state agency purchases, the contractor may establish a fifteen (15) case minimum order requirement.

All other terms, conditions, and pricing (mark-up) shall remain the same and apply hereto.

The contractor shall sign this document and promptly return it to the Division of Purchasing and Materials Management.

NOTIFICATION OF STATEWIDE CONTRACT

05/17/12

CONTRACT TITLE:

PRIME VENDOR FOOD AND FOOD SERVICE SUPPLIES

CURRENT CONTRACT PERIOD: MAY 1, 2012 THROUGH APRIL 30, 2017

BUYER INFORMATION:

Liz Palazzolo

573-751-4885

liz.palazzolo@oa.mo.gov

	Original Contract Period	Potential Final Expiration
RENEWAL INFORMATION	05/01/12 through 04/30/17	04/30/17

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

THE USE OF THIS CONTRACT IS MANDATORY FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's Awarded Bid & Contract Document Search located on the Internet at http://www.oa.mo.gov/purch.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C112022001	36364229403	US Foodservice 8543 Page Avenue St. Louis, MO 63114 Contact Person: John Dudzinski Phone: (314) 426-4100 X:289 Fax: (314) 787-1355 Email: john.dudzinki@usfoods.com	No	No

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
May 1, 2012 - April 30, 2017	05/17/12	To update John Dudzinski's e-mail address: john.dudzinski@usfoods.com
May 1, 2012 - April 30, 2017	04/11/12	Initial issuance of new statewide contract. This replaces contracts C107009001, C107009002, and C108011001.

GENERAL REQUIREMENTS

1. Purpose:

1.1 This contract is for the purchase of full product lines of beef, poultry, pork, seafood, frozen entrees, frozen foods, miscellaneous dairy items such as butter and cheese, dry and canned groceries, produce, beverages, and food service related items through US Foodservice, Inc. The primary users of the prime vendor food contract are the Department of Mental Health, Department of Public Safety, the Department of Elementary and Secondary Education (state schools system), the Missouri School for the Deaf, the Missouri School for the Blind, and the Department of Social Services-Division of Youth Services. Other facilities will be added or removed upon request and mutual agreement with the contractor.

2. Order Guide/Individualized Price Order Sheets:

2.1 US Foodservice will work with each agency to develop a customized order guide. The guide shall list the items which the agency plans to purchase on a recurring basis. Individualized price order sheets will be provided and designed in cooperation with each agency's Dietetic Services Director. The order guide will be individualized as to product content, arrangement of products for ease of inventory as well as to meet the needs of each menu cycle.

3. On-Line Catalog:

3.1 US Foodservice's entire product line is available online with current State of Missouri pricing at https://www.usfood.com/jsp/Login.jsp.

4. Ordering:

4.1 US Foodservice will accept orders via mail, phone, fax, or electronically through the online system at www.usfood.com. Orders submitted electronically will be placed and entered into US Foodservice's system the same day. US Foodservice's online system provides the ability for agencies to track the status of orders and receive order confirmations.

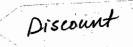
5. Proprietary/Special Order Items:

State agencies shall make every effort to use products already stocked by US Foodservice; however, US Foodservice will stock or "special order" proprietary or special order items upon request. Proprietary items will be stocked by U.S. Foods for on-going ordering, i.e., items may be ordered as needed. "Special order" items are one-time purchase items. The state agency shall notify US Foodservice three (3) weeks in advance of the need for a proprietary or special order item. For proprietary items, the state agency must indicate the amount needed for the initial purchase and estimated monthly usage. For "special order" items, the state agency is responsible for purchasing the entire inventory of the special order item that U.S. Foods obtained for the state agency within a short period of time after the initial purchase. Note: US Foodservice will stock a proprietary item if there is a minimum usage of 4 cases per month by the state (not individual agency). Agencies must order proprietary items with a limited shelf-life within one (1) month from the date of purchase.

6. Substitutions:

6.1 Substitutions of products will not be allowed without prior approval by the state agency. The agency can accept/reject any proposed substitution. Agencies may choose their own substitutions using US Foodservice's online system at www.usfood.com. If the item is a regularly ordered item being substituted, contact US Foodservice's customer service at the time of ordering. If a substitution is made, the substituted item should be priced and invoiced at the cost of the item initially ordered unless the cost of the substitution item is less than the originally ordered item.

7. Pricing:



- 7.1 The price of product will be US Foodservice's invoice cost (manufacturer's delivered cost, less off-invoice discounts or off-invoice allowances) plus markup. US Foodservice's markup is 5.75% for all products.
- 7.2 Prices for all meat (fresh and frozen), poultry, seafood (fresh and frozen), shortening and oil, flour, rice, coffee, produce, eggs, dairy, cheese, butter, margarine, poultry (fresh and frozen) and sugar shall be guaranteed for one week. Prices for all other items shall be guaranteed for one month.

8. Allowances, Discounts and Rebates:

8.1 All promotional allowances, discounts and manufacturers' rebates will be passed on to the state and reflected in the price for the item.

9. Restocking Fees:

9.1 No restocking charges will apply for items that are ordered in error by the state agency if the items are regular stock items.

10. Minimum Order Quantity:

10.1 There is no minimum order quantity with the exception of proprietary/special order items.

11. Packaging:

11.1 All deliveries shall be palletized. All packing and packaging will be in accordance with good commercial food handling practice. Frozen products will be packaged in a manner to prevent freezer burn. Raw meat products will be packed in a manner to prevent leakage.

12. Delivery:

- 12.1 Order Schedules: The contractor shall provide next-day delivery on all orders placed by 3:00 p.m. Central Time. For purposes of the contract, "next-day" shall mean the next business day. An assigned representative from each state agency shall be able to call the contractor Monday through Friday with updates to orders until 3:00 p.m. the weekday afternoon of the day prior to delivery. Order schedules shall be as follows:
 - For delivery Monday -- Order placed by 3:00 p.m. Friday
 - For delivery Tuesday -- Order placed by 3:00 p.m. Monday
 - For delivery Wednesday -- Order placed by 3:00 p.m. Tuesday
 - For delivery Thursday -- Order placed by 3:00 p.m. Wednesday
 - For delivery Friday -- Order placed by 3:00 p.m. Thursday
- 12.2 US Foodservice will deliver products on the days and times specified by the state agencies to the locations indicated on the order. USF uses a "point of delivery" system that insures delivered and invoiced product match. The contractor is responsible for using a delivery ticket/invoicing method documenting that ordered product has been delivered to the receiving state agency. The delivery ticket/invoice must be provided in a triplicate form that allows the contractor to retain an original copy and to provide the state agency with one or two copies of the same delivery ticket/invoice. A designated state employee shall sign the delivery ticket/invoice at the time of receipt of delivery.
- 12.3 Any deviations upon reconciling items received should be reported to US Foodservice's within twenty-four (24) hours after delivery. If product is determined to be deficient after the 24-hour period or within a reasonable period of time, the state agency shall contact US Foodservice for return and credit.



NOTICE OF AWARD

State Of Missouri Office Of Administration Division Of Purchasing And Materials Management PO Box 809 Jefferson City, MO 65102-0809

http://www.oa.mo.gov/purch

SOLICITATION NUMBER	CONTRACT TITLE
B1Z12022	Prime Vendor and Food Service Supplies
CONTRACT NUMBER	CONTRACT PERIOD
C112022001	May 1, 2012 through April 30, 2017
REQUISITION NUMBER	VENDOR NUMBER
None .	3636422940 3
CONTRACTOR NAME AND ADDRESS	STATE AGENCY'S NAME AND ADDRESS
US Foods St. Louis Division	Various State Agencies
8543 Page Avenue	Located throughout the State of Missouri
St. Louis, MO 63114	

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Accepted the original proposal, Best and Final Offers #001 and #002 including clarification dated 03/02/12 and 02/28/12.

BUYER	BUYER CONTACT INFORMATION
Liz Palazzolo	Email: liz.palazzolo@oa.mo.gov
LIZ F BI dZZOIO	Phone: (573) 751-4885 Fax: (573) 526-9816
SIGNATURE OF BUYER	DATE
Makertak	3-21-12
DIRECTOR OF PURCHASING AND MATERIALS MANA	AGEMENT
- L	

STATE OF MISSOURI DIVISION OF PURCHASING AND MATERIALS MANAGEMENT TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. <u>Agency and/or State Agency</u> means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the <u>Division of Purchasing and Materials Management (DPMM)</u>. The agency is also responsible for payment.
- b. Amendment means a written, official modification to an RFP or to a contract.
- c. <u>Attachment</u> applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. <u>Proposal Opening Date and Time</u> and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. Offeror means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. Buyer means the procurement staff member of the DPMM. The Contact Person as referenced herein is usually the Buyer.
- g. <u>Contract</u> means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. Contractor means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time
- j. Request for Proposal (RFP) means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. May means that a certain feature, component, or action is permissible, but not required.
- 1. Must means that a certain feature, component, or action is a mandatory condition.
- m. <u>Pricing Page(s)</u> applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. Shall has the same meaning as the word must.
- p. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contract or and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: https://www.moolb.mo.gov to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

B1Z12022

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

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d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.

In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.

The DPMM reserves the right to reject any and all proposals.

- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period
 after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the
 award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/o services.

14. CONFLICT OF INTEREST

a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination:
- b. The identification of a person designated to handle affirmative action;
- The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

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21. AMERICANS WITH DISABILITIES ACT



In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and property pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 01-10-11

END OF DOCUMENT

Search Results

Current Search Terms: US foodservice*

Your search for "US Foodservice*" returned the following results...

Entity

US FOODS, INC.

Status: Active \Box

DUNS: 050735919

CAGE Code: 5J751

DoDAAC:

View Details

Has Active Exclusion?: No Address: 3500 SARATOGA AVE

City: BISMARCK

State/Province: NORTH DAKOTA

ZIP Code: 58503-3500

Delinquent Federal Debt? No

Country: UNITED STATES

Status: Active 🖃

Entity

US FOODS, INC.

CAGE Code: 1YLJ6

Vièw Dețails

DUNS: 094074374

Has Active Exclusion?: No

DoDAAC:

Address: 6685 CRESCENT DR City: NORCROSS

ZIP Code: 30071-2934

State/Province: GEORGIA

Delinquent Federal Debt? No

Country: UNITED STATES

Entity US FOODS, INC.

Status: Active

DUNS: 161021597

CAGE Code: 4W1V6

DoDAAC:

View Details

Has Active Exclusion?: No Address: 4601 32ND AVE S

City: GRAND FORKS

State/Province: NORTH DAKOTA

ZIP Code: 58201-3302

Country: UNITED STATES

Delinquent Federal Debt? No

SAM | System for Award Management 1.0

IBM v1.513.20121222-2220







Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20

13

County of Boone

In the County Commission of said county, on the

29th

day of January

13

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between CenturyLink and the County of Boone to provide service for the County Centrex telephone system. The terms of this agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 29th day of January, 2013.

ATTEST:

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Jahet Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director



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

MEMORANDUM

TO: Boone County Commission FROM: Melinda Bobbitt, CPPB

DATE: January 22, 2013

RE: CenturyLink – Centrex Telephone Agreement

Attached is the telephone agreement for our Centrex telephone system.

CenturyLink is the vendor that maintains the Centrex phone system that we have in place. CenturyLink was approved as a Sole Source vendor for the Centrex System on sole source number 109-123112SS that was approved in Commission on July 26, 2012.

This agreement is for 18 months. Pricing is \$8.80 per Centrex line and \$5.25 per voicemail box, the same amount as the previous 18 month contract period.

ATTACHMENT: CenturyLink Agreement

cc: Contract File

No. SPR-32311 Date: <u>August 2, 2012</u> Page 1 of 7

CenturyLink Custom Cover Agreement

Customer Name: The County of Boone - Missouri Address: 601 E. Walnut St. Room 209

Columbia, MO 65201

This CenturyLink Custom Cover Agreement (the "Agreement") between CENTURYLINK SALES SOLUTIONS, INC. as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services ("CenturyLink") and THE COUNTY OF BOONE - MISSOURI ("Customer") establishes the terms and conditions governing CenturyLink's provision of the Products and Services priced in this Agreement. This Agreement and any information concerning its pricing, terms and conditions are CenturyLink's proprietary information and the term of the parties' nondisclosure agreement, if any, is extended to be coterminous with the Agreement Term. All capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the applicable Attachment.

For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

1. TERM. This Agreement will be for a term of 60 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service is defined in the applicable attachment.

2. PRODUCTS AND SERVICES ATTACHMENTS.

- 2.1 Products and Services. CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.
 - Attachment A: Tariffed Business Services

Attachment B: RESERVED
Attachment C: RESERVED
Attachment D: RESERVED

- 2.2 Terms and Conditions. CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachment.
- **2.3 Purchase Orders.** If expressly permitted under the applicable Attachment, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
- **2.4 Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
- 3. RATES AND CHARGES. Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
- 4. QUALIFICATIONS AND CONDITIONS.

No. SPR-32311 Date: <u>August 2, 2012</u> Page 2 of 7

CenturyLink Custom Cover Agreement

Customer Name: The County of Boone - Missouri Address: 601 E. Walnut St. Room 209

Columbia, MO 65201

- Qualifications. To receive pricing under this Agreement, Customer must meet the following Qualifications on the Effective Date. If Customer does not meet these Qualifications, CenturyLink may terminate this Agreement.
 - A. Customer must be a current CenturyLink customer for Centrex Services in Boone County, Missouri.
- 4.2 Conditions. During each billing month of the Agreement Term, Customer must meet the following Conditions to receive all benefits under this Agreement. If Customer does not meet any one of these Conditions, CenturyLink may adjust Customer's Services Charges or terminate this Agreement.
 - A. Customer must use CenturyLink for 100% of locations within CenturyLink territory where Customer requires Centrex Service.
- UNIFORM RESOURCE LOCATORS (URLs). References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- 6. PRICING EXPIRATION. To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before August 31, 2012; and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

CENTURYLINK SALES SOLUTIONS, INC. THE COUNTY OF BOONE - MISSOURI Name: DANIEL K. ATWILL Name: ___ Title: PRESIDING COMMISSIONER Title: Date: BOI E. WALNUT Address: Address: _ OWMBIA **CERTIFICATION:** I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered Approved as to Legal Form balance of such appropriation sufficient CenturyLink Law Dept. to pay the costs grising from this contract. MC---August 2, 2012 Date **APPROVED** CenturyLink **Enterprise Special Pricing** APPROVED AS **AL FORM** BRH 8/2/12

No. SPR-32311 Date: August 2, 2012

Page 3 of 7

CenturyLink Custom Cover Agreement

Customer Name: The County of Boone - Missouri Address: 601 E. Walnut St. Room 209

Columbia, MO 65201

ATTACHMENT A

TARIFFED BUSINESS SERVICES

 CENTURYLINK ENTITIES. Services described in this Attachment are provided by the applicable CenturyLink entity(ies) listed below.

CENTURYLINK OPERATING COMPANY

STATE(S) OF OPERATION(S)

CenturyTel of Missouri, LLC

Missouri

2. SERVICES. The CenturyLink entity(ies) listed above will provide to Customer the Services listed in the table below ("Price Table"). Services are purchased for the specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current Tariff or list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Customer Billing Address	Service/Installation Address	Type of Service	Order Term	Monthly Recurring Charge	Non- Recurring Charge
601 E. Walnut St. Room 209 Columbia, MO 65201	Various Locations within Boone County, Missouri	Centrex Line and Feature Package 3000	18 Months	\$8.80 per line	Per Tariffs on new installs
	Various Locations within Boone County, Missouri	C.O. Voicemail Box	18 Months	\$5.25 per voicemail box	Per Tariffs on new installs

3. PRICING.

- 3.1 Monthly Recurring Charges ("MRCs"). CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current rates in the applicable Tariffs, which are subject to change.
- 3.2 Non-recurring Charges ("NRCs"). CenturyLink may charge Customer NRCs related to the Services described in the Price Table or listed in applicable Tariffs or Local Terms of Service.
- **3.3** Additional Charges. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 3.4 Additional Payment Requirements. If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

4. TARIFFS/LOCAL TERMS OF SERVICE.

4.1 CenturyLink provides local exchange carrier Services under its Tariffs, posted to http://about.centurylink.com/legal/rates conditions.html. These Tariffs are filed with, and

No. SPR-32311 Date: August 2, 2012

Page 4 of 7

CenturyLink Custom Cover Agreement

Address:

Customer Name: The County of Boone - Missouri 601 E. Walnut St. Room 209

Columbia, MO 65201

approved by, respective federal and state regulatory commissions. CenturyLink may modify its Tariffs from time to time. Tariffed rates are subject to change without notice.

- 4.2 If CenturyLink withdraws its Tariffs, CenturyLink will provide Services under the state-specific Local Terms of Service posted at http://about.centurylink.com/legal/rates conditions.html on the later of the Effective Date or when the withdrawal becomes effective and incorporated by this reference.
- 4.3 This Agreement and the applicable Tariff or Local Terms of Service will govern the terms for Services. In the event of any inconsistencies or conflicts between this Agreement and the applicable Tariff or Local Terms of Service, this Agreement will take precedence.

No. SPR-32311 Date: <u>August 2, 2012</u>

Page 5 of 7

CenturyLink Custom Cover Agreement

Customer Name: The County of Boone - Missouri Address: 601 E. Walnut St. Room 209

Columbia, MO 65201

ATTACHMENT B RESERVED

No. SPR-32311 Date: August 2, 2012 Page 6 of 7

CenturyLink Custom Cover Agreement
Customer Name: The County of Boone - Missouri
Address: 601 E. Walnut St. Room 209

Columbia, MO 65201

ATTACHMENT C RESERVED

No. SPR-32311 Date: <u>August 2, 2012</u> Page 7 of 7

CenturyLink Custom Cover Agreement
Customer Name: The County of Boone - Missouri 601 E. Walnut St. Room 209

Columbia, MO 65201

ATTACHMENT D RESERVED

Exhibit A List of Accounts:

Acct. Name	BAN#
B C Public Works	301870831
B C Assessor	401791631
B C Auditor	401791733
B C Collector	401791788
B C Commission	301646419
B County (573-682 Centralia)	301896284
B C Clerk	401791824
B C Elections	401791868
B C Engineering	415301990
B C Facilities Maintenance	401792030
B C Human Resources	401792347
B C Information Technology	401792405
B C IT Mailing Services	401792438
B C IT GIS Services	401792450
BCIS	301644990
B C Counselor	401792494
B C Building Codes	401792723
B C Prosecuting Attorney	301928613
B C Pros. Attorney - Victim Witness	301928615
B C Pros. Attorney - Family	301645192
B C Pros. Attorney - Prop L	301928614
B C Public Administrator	301928616
B C Purchasing	401792778
B C Planning & Building Inspection	401792563
B C Recorder	401792825
B C Treasurer	401792905
B C Adult Court Service	401792961
B C Court Security	401792983
B C Technology Services B C Circuit Clerk	401793031 301928606
B C Juvenile Office	301928608
B C Drug Court	401793064
B C Alternative Sentencing	301928612
B C Circuit Court	301928610
B C Judges Faxes	301646630
B C Jury Services	301928611
B C Sheriff	301645076
Robert L PerryJuvenile Justice	
Center	301928617
BC Fac. Maint - Housekeeping	401951511
B C Records Management	401791948

CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea

January Session of the January Adjourned

Term. 2013

County of Boone

In the County Commission of said county, on the

29th

day of January

20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 02-10JAN13 – Hydro-seeder Skid Mounted for Public Works to Turfmaker Finance, LLC of Rowlett, TX and disposal of one (1) 1996 Easy Lawn Hydro-seeder, Fixed Asset Tax 10701. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

Done this 29th day of January 2013.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



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

MEMORANDUM

TO: FROM: Boone County Commission Amy Robbins, Senior Buyer

DATE:

January 23, 2013

RE:

02-10JAN13 - Hydro-seeder Skid Mounted

02-10JAN13 – Hydro-seeder Skid Mounted opened on January 10, 2013. Two bids were received and Public Works recommends award by low bid to Turfmaker Finance, LLC of Rowlett, TX.

Total cost for Hydro-seeder with mounted Sidewinder Gun Assembly option is \$9945.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment. \$10,000 was budgeted for this purchase. The Bid Tabulation is attached for your review.

Public Works requests to dispose of the following Snow Plow:

Description

Fixed Asset Tag 10701

1996 Easy Lawn Hydro-seeder

Serial # 20802

ATT: Bid Tabulation

Accessory quote

cc:

Greg Edington, Public Works

Bid File

02-10JAN13 - Hydroseeder Skid Mounted

BID	BID TABULATION	Turfmaker Corporation Rowlett, TX	orporation tt, TX	Bobcat of St. Louis Columbia, MO	St. Louis ia, MO
4.8	PRICING	Manuf / Model	Unit Price	Manuf / Model	Unit Price
4.8.1.	New Hydroseeder 4.8.1. Manufacturer & Model Turfmaker 325	Turfmaker 325	\$8,795.00	Finn T30	\$10,715.00
6.9	Coop? (Y/N)	Yes		. Ye	Yes
4,10	4.10. Deliver ARO:	3 weeks		14-30	14-30 Days

No Bids
Tri-State Construction Equipment
G.W. Van Keppel Company

Amy Robbins - Turfmaker hydrosceder

From: "Dave Myren" <dmyren@turfmaker.com>

To: "Greg Edington" <gedington@boonecountymo.org>
Date: 1/11/2013 1:31 PM

Date: 1/11/2013 1:31 PM
Subject: Turfmaker hydroseeder
Attachments: IMG_0020a copy.jpg

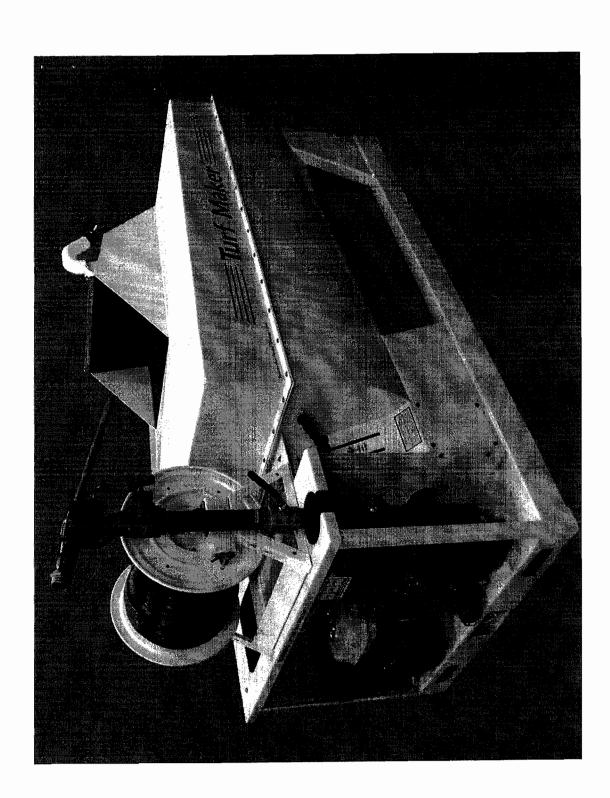
Hi Greg,

It was nice talking to you again. I have attached a picture showing that sidewinder gun assembly mounted on a skid machine. The cost to add that to your machine is \$1150 which includes 3 additional nozzles for that. So that would bring the total cost for the machine and the sidewinder to \$9945.

Let me know if you have any questions.

Have a great weekend.

Dave Myren Turfmaker Corp.





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	1/14	/13	_	PURCHASE REQUISITION									
R	EQL DA	JEST TE								BOONE COUNTY, MISSOURI			
_,	CNI			Turfmaker Finance, LLC 972-463-2575 VENDOR NAME PHONE #									
`	NC	OOR),						m F	۱.	Powlett			28
					DRES		Grisham Dr. Rowlett TX 75088 SS CITY STATE ZIP						,
					Th:	- 6 :-		ют	.	BID DOCUMENTATION	roguiroma	nto.	
					(fil	s nei	Re	joi fer to	RSI	mpleted to demonstrate compliance with statutory bidding lo 50.660, 60.753-50.790, and the Purchasing Manual—Secti	ion 3	irs.	
#0:	Sole Ema Writ Pur exis	e Solergei ergei tten chas ting l	e (ente urce (ncy P Quote e is <u>s</u> pid or	enter rocui es (3) \$250 sole :	# be reme Atta 0 and source	low) nt (e ched l is N e	I (>\$2 IOT o	2500 cover	to \$4 ed by	an Dues Dues Dub/Subscription/Transcript Copies Dub/Subscription/Transcript Dub/Subscription/Transcript Copies Dub/Subscription/Transcript Copies Dub/Subscription/Transcript Copies Dub/Subscr	Mandate Court C Tool and Inmate Remit P Agency tion 3-103);	ory Payment to ase Travel/Mea d Uniform Reim Housing ayroll Withheld Fund Dist (dep	al Reimb nb st #s 7XXX)
			partice C				0 Pı	ıbli		rks Bill to Department # 2040 Operations	Public W		enance
De	ера	rtme	ent			Ac	cco	unt	ι	Item Description	Qty	Unit Price	Amount
2	0	4	0		9	2	3	0	0	 Turfmaker 325 (Delivered) includes: Honda 13 H.P. Engine 75' TurfMaker hose (1) 40 GPM Nozzle 	1	\$8795	\$8795
2	b	4	0		9	2	3	0	0	Sidewinder Gun Assembly (Mounted) includes: • (3) Additional Nozzles	1	\$1150	\$1150
												-	
+	\dashv			}									
-	-						_						\$0.045
the c	ount	ty, ar bbi	nd ha	ve b	, serveen p	oroci	ıred	char; in a	ges s	pecified above are necessary for the use of this departments.			\$9,945 enefit of
J			Re	que	sting	g Of	fici	al		Audit	or Appro	oval	Revised 07/05

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: January 3, 2013	FIXED A	ASSET TAG NUMBER: 107	OI ILCLIVLD
DESCRIPTION: 1996 Easy	y Lawn Hydroseeder		DEC 1 4 2012
·	·		BOONE COUNTY AUDITOR
REQUESTED MEANS OF	DISPOSAL: Sell		DOONE DOUNTY AUDITOR
OTHER INFORMATION:	Serial Number: 20802		
CONDITION OF ASSET: 1	Fair.		
REASON FOR DISPOSITION	ON: Equipment was plant	ned for replacement in 2013.	
COUNTY / COURT IT DEF OWN USE (this item is appl			TO TRANSFER THIS ITEM FOR ITS
DESIRED DATE FOR ASS	ET REMOVAL TO STO	RAGE: None	
WAS ASSET PURCHASED IF YES, ATTACH DOCUM) WITH GRANT FUNDIN ENTATION SHOWING	NG? YES (NO) FUNDING AGENCY'S PER	MISSION TO DISPOSE OF ASSET.
DEPARTMENT: 2040	5	SIGNATURE	1.
<u>AUDITOR</u>			2040 - 3835
ORIGINAL COST	8,293,50	GRANT FUNDED (Y/N)
ORIGINAL FUNDING SOU		GRANT NAME	
ASSET GROUP	1604	DOCUMENTATION TRANSFER CONFI	N ATTACHED (Y/N) RMED
COUNTY COMMISSION			
APPROVED DISPOSAL ME	ETHOD:		
TRANSFER DI	EPARTMENT NAME		NUMBER
LC	OCATION WITHIN DEP.	ARTMENT	
IN	DIVIDUAL		
TRADE	_AUCTION	SEALED BIDS	
OTHER EXPLA	IN		
COMMISSION ORDER NUI	MBER 53-2013	3	
DATE APPROVED	1-29-13	A	
SIGNATURE Mau	/ allol		

PURCHASE AGREEMENT FOR Hydro-seeder Skid Mounted

THIS AGREEMENT dated the 29th day of January 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Turfmaker Finance, LLC, herein "Vendor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for a Hydro-seeder Skid Mounted, bid number 02-10JAN13, any applicable addenda, the Contractor's bid response dated January 8, 2013 and executed by David L. Moser on behalf of the Contractor and emailed quote from Dave Myren dated January 11, 2013. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement, the Request for Bid 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) Hydro-seeder Skid Mounted as follows:

<u>Unit Price</u>
\$8,795.00
\$1,150.00
\$9,945.00

- 3. *Delivery* Vendor agrees to deliver equipment as set forth in the bid documents and within 3 weeks after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.
- 4. *Billing and Payment* All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. **Entire Agreement** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

TURFMAKER FINANCE, LLC	BOONE COUNTY, M	MISSOURI
by Jelas La	by: Doone County on	pmission
title	Manf	Mull
	Daniel K. Atwill, Presi	ding Commissioner
APPROVED AS TO FORM:	ATTEST:	
_ Of Theorem	Wendy S.	Josen
C.J. Dykhouse, County Counselor	Wendy S. Noren, Coun	ty Clerk My
	V	O
In accordance with RSMo 50.660, I hereby certify that a is available to satisfy the obligation(s) arising from this required if the terms of this contract do not create a meaning the satisfy the satisfy the obligation of the satisfy the obligation of the satisfy the sat	contract. (Note: Certifi	cation of this contract is not
Jane & Pitchford	1/24/13	2040-92300 - \$9,945.00
Signature by cy	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 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.

4. Response Form
4.1. Company Name: Turfmaker Finance, LLC
4.2. Address: 4931 Grisham Dr.
4.3. City/Zip: Rowlett, 75088
4.4. Phone Number: 972-463-2575
4.5. E-mail: dmoser@turfmaker.com
4.6. Fax Number: 972-463-2576
4.7. Federal Tax ID: 32040872809
4.7.1. () Corporation
() Partnership - Name
() Individual/Proprietorship - Individual Name
(x) Other (Specify) Limited Liability Corporation
4.8. PRICING Unit Price
New Hydroseeder
Manufacturer & Model:
4.8.1. Turtmaker 325 \$ 8795.60
4.9. 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
4.10. Delivery ARO: 3 weeks
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 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.
4.12. Authorized Representative (Sign By Hand):
Date: 1/8/2013
David L. Moser

The TurfMaker® 325 & 390

Real Hydro-Mulching Machines with Mechanical Agitation

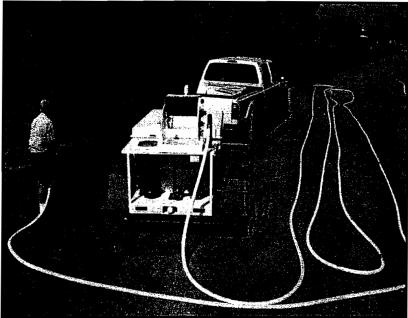
PERFORMANCE FEATURES:

Powerful Mechanical Agitation Loading & Mixing - 4 Minutes Total

Positive Displacement Gear Pump Very Long Hoses with Plenty of Power

Hydro-Sprigging & Vegetative Planting Can Plant Most Hybrid Grasses

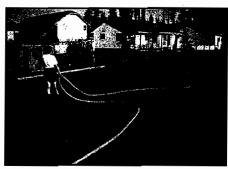




This picture shows a *TurfMaker® 325* powered with a 1450 Series Briggs engine pumping blended mulch through 300 feet of hose and then projecting the mulch slurry another 75 feet.



Shown in a Short Bed Pick up.



Home Lawn Installation



Clear Water Hose Flushing

The *TurfMaker®* 325 or 390 can be loaded with any mulch product, fully mixed, and then make the application of the entire tank load in less than 15 minutes. When making applications of paper mulch for typical low-cost hydro-seeding, 6,000 square feet can be easily covered with one tank load. When making applications for *Sod Quality Results* using 100% wood mulch, expect to cover from 2,000 to 2,500 square feet per tank load.

The *TurfMaker®* 325 or 390 can cover from 8,000 to 10,000 square feet with <u>PREMIUM HYDRO-MULCHING</u> in about an hour. This is enough "fire power" for many landscape contractors.

With the power and mulch handling capacity of a *TurfMaker®*, significantly more work can be done per hour than much larger jet agitation machines. And, any mulch product can be used.

TurfMaker Corporation

TurfMaker.com

800/551-2304

TurfMaker 325

Performance Specifications:

Recommended Loading:

Note: Some mulches can be loaded heavier than others.

125 lbs 100% wood mulch 125 lbs blended mulch 150 lbs shredded paper

Tank Load Coverage:

Medium Rate - Wood Mulch Heavy Rate - Wood Mulch Light Rate - Paper Mulch

2,500 square feet 1,250 square feet 8,000 square feet

Loading and Mixing Time:

3 1/2 minutes or less

Application Time:

25 GPM to 50 GPM - hose

7-15 minutes

Typical Cycle Time:

(Total time to get water, load, mix, and 12-22 minutes

apply one tank load.)

Pumping Capacity:

Note: Get Maximum Distance with Slicky Sticky® in the mix. Up to 500 ft - hose

Machine Specifications:

Tank—10 Gauge Steel

325 Gallons Total Capacity

Paint (after sandblasting)

Epoxy & Polyurethane

Weight: Empty / Loaded

1,350 lbs. / 4,000 lbs.

Skid Dimensions (footprint): Overall Width, Length, Height: 47" x 78" 56", 81", 57"

Standard Engine:

Numerous Engine Options:

Briggs & Stratton 10 H.P. Honda 13HP, 15HP, 20 HP

Kohler 20HP, 25 HP

Standard Pump:

Double Rotary Gear Positive Displacement

Trailer Option:

Electric Brakes on all axles

Single axle (5,200 lb. axle) Double axle (2 x 3,500 lb axle



BOONE COUNTY, MISSOURI Request for Bid #: 02-10JAN13 - Hydroseeder Skid Mounted

ADDENDUM #1 - Issued January 8, 2013

This addendum is issued in accordance with the Bid Response Page 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 **Should be acknowledged** and submitted with Bidder's **Response Form**.

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

1. Replace the Response page with the attached Revised Response page.

By: Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 02-10JAN13 - Hydroseeder Skid Mounted, receipt of which is hereby acknowledged:

Company Name: Turfmaker Finance, LLC

Address: 4931 Grisham Dr. Rowlett, TR 75088

Phone Number: 972-463-2575 Fax Number: 972-463-2516

Authorized Representative Signature: Date: 1-8-13



Boone County Purchasing

613 E. Ash Street, Room 109 Columbia, MO 65201

Request for Bid (RFB)

Amy Robbins, Senior Buyer

(573) 886-4391 - Fax: (573) 886-4390 Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **02-10.JAN13**

Commodity Title: Hydroseeder - Skid Mounted

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date:

Thursday, January 10, 2013

Time: 10:30 A.M. (Bids received after this time will be returned unopened)

Location / Mail Address:

Boone County Purchasing Department

Boone County Annex 613 E. Ash, Room 109

Columbia, MO 65201

Directions:

The Annex Building is located at the corner of 7th and Ash Streets.

Bid Opening

Day / Date:

Thursday, January 10, 2013

Time: 10:30 A.M. Central Time

Location / Address:

Boone County Annex / Purchasing Department

613 E. Ash Street, Room 109 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

Work Authorization Certification Certification of Individual Bidder Individual Bidder Affidavit

Debarment Form

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 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.
 - 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 F	Response
----	-----	------------	--------	--------	------	----------

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

- 2. Primary Specifications
- 2.1. ITEMS TO BE PROVIDED One (1) New Hydroseeder skid mounted.
- 2.2. MINIMUM TECHNICAL SPECIFICATIONS Hydroseeder:
- 2.2.1. **General:** Capacity shall be a minimum of 325 gallons and the unit fully contained on a skid. Unit shall be capable of handling capacities of at least 125 lbs. of wood mulch, 150 lbs. of blended mulch, and 125 lbs. of bonded fiber matrix mulch. The hydroseeder shall have a mechanical agitator/mixer.
- 2.2.2. **Dimensions:** Skid dimensions approximately 47" x 77". Overall dimensions to be 56" x 78" x 48". Weight 1,250 lbs empty, 3,975 lbs loaded.
- 2.2.3. Operational: Loading and mixing time should be 3-1/2 minutes or less. Application rates should be 25 to 50 GPM. Unit shall be able to accommodate up to 500 ft. of hose. Unit shall be shipped with 200' of hose on a storage reel and three (3) nozzles. Unit shall have a self-filling feature and a clear water hose flushing system. Application rates shall cover 1,250 to 9,500 per tank full depending on the mulch type and lbs/acre. Unit shall come with parts/users manual.
- 2.2.4. Engine: Hydroseeder shall have a 13 HP Honda motor.
- 2.2.5. **Pump:** Heavy Duty Long life, double rotary gear, positive displacement pump with chromed wear parts. Pump shall be sized to appropriately dispense mixtures with wood, paper, and blended mulch through a 500' hose.
- 2.2.6 Construction: Tank construction shall be 12 gauge steel or thicker.
- 2.2.7. **Paint:** Sandblast and paint epoxy/polyurethane. Manufacturer standard color.
- 2.2.8. Warranty: Manufacturer's standard warranty.
 - 2.3. Designee Boone County Public Works
 - 2.4. Contact Amy Robbins, Boone County Purchasing Department, 613 E. Ash, Room 109, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 Email: arobbins@boonecountymo.org.
- 2.5. Delivery: Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin.
- 2.5.1. **Delivery Terms:** FOB- Destination. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
 - 2.6. ADDITIONAL TERMS AND CONDITIONS:
- 2.6.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.6.2. Vendor to include product literature for each proposed piece of equipment.
- 2.6.3. 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 and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.

- 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 may also be viewed on our web page www.showmeboone.com.
- 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.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

Please complete and return form Work Authorization Certification Pursuant to 285.530 RSMo if your contract amount is in excess of \$5,000. Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

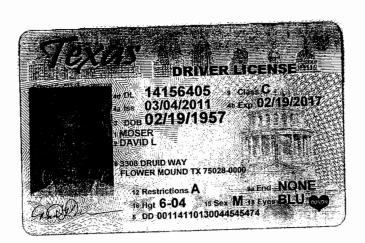
WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)		
State of)ss)		
My name is	I am an authorized agent of	
(Bidder). This business i	is enrolled and participates in a federal work authorization prog	ram
for all employees working in connection with se	services provided to the County. This business does not knowin	gly
employ any person that is an unauthorized alien	en in connection with the services being provided. Documentation	n of
participation in a federal work authorization pro	rogram is attached hereto.	
Furthermore, all subcontractors working	ng on this contract shall affirmatively state in writing in their	
contracts that they are not in violation of Section	on 285.530.1, shall not thereafter be in violation and submit a sw	vorn
affidavit under penalty of perjury that all employ	oyees are lawfully present in the United States.	
	Affiant Date	
	Printed Name	
Subscribed and sworn to before me this day	y of, 20	
	Notary Public	

CERTIFICATION OF INDIVIDUAL BIDDER

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

_ Z 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. 1/8/2013 David Moser
Applicant	Date Printed Name



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

Texas
State of Missouri)
County of Dallas)SS.
I, the undersigned, being at least eighteen years of age, wear upon my oath that I am either a United State citizen or am classified by the United States government as being lawfully admitted for permanent residence. 1
282-60-2215 BAVID L. MOZZIZ
Social Security Number Printed Name
or Other Federal I.D. Number
On the date above written appeared before me and swore that the facts contained in the foregoing affidavit are true according to his her test knowledge, information and belief. Notary Public
My Commission Expires: 4-12-14

(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)

- 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.

David 2. Moser	
Name and Title of Authorized Representative	. /
	/ /
(Dec /)	1/8/2013
Signature	Date



613 E. Ash, Room 109

Columbia, MO 65201

Boone County Purchasing

Standard Terms and Conditions

Amy Robbins, Senior Buyer Phone: (573) 886-4392 - Fax: (573) 886-4390

Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) 1. 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.
- In case of default by the Contractor, the County of Boone will procure the articles or services from 8. 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. Mail carrier only.
- The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased 12. until same is delivered to the County and is accepted by the County.
- The County reserves the right to award to one or multiple respondents. The County also reserves the 13. 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.

Boone County Purchasing 613 E. Ash, Room 109 Columbia, MO 65201

"No Bid" Response Form

Amy Robbins, Senior Buyer (573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 02-10JAN13 – Hydroseeder Skid Mounted	
Business Name:	
Address:	
Telephone:	
Contact:	_
Date:	
Reason(s) for not bidding:	

Amy Robbins - Turfmaker hydroseeder

From:

"Dave Myren" <dmyren@turfmaker.com>

To:

"Greg Edington" < gedington@boonecountymo.org>

Date: Subject:

1/11/2013 1:31 PM Turfmaker hydroseeder

Attachments: IMG 0020a copy.jpg

Hi Greg,

It was nice talking to you again. I have attached a picture showing that sidewinder gun assembly mounted on a skid machine. The cost to add that to your machine is \$1150 which includes 3 additional nozzles for that. So that would bring the total cost for the machine and the sidewinder to \$9945.

Let me know if you have any questions.

Have a great weekend.

Dave Myren Turfmaker Corp.



Search Results

Current Search Terms: turfmaker* finance* LLC*

No records found for current search.

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.513.20121222-2220





TURFMAKER CORPORATION

DUNS: 114726420 CAGE Code: 3DDW4

Status: Active

4931 GRISHAM DR ROWLETT, TX, 75088-3952 , UNITED STATES

Entity Overview

Entity Information

DUNS: 114726420
Name: TURFMAKER CORPORATION
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:12/07/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.513.20121222-2220

WWW9







Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea.

January Session of the January Adjourned

Term. 2013

County of Boone

In the County Commission of said county, on the

29th

day of January

20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 01-08JAN13 – Pneumatic Compactor for Public Works to Tri-State Construction Equipment Company of Ashland, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 29th day of January 2013.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



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

MEMORANDUM

TO:

Boone County Commission

FROM:

Amy Robbins, Senior Buyer

DATE:

January 23, 2013

RE:

01-08JAN13 - Pneumatic Compactor

Request for Proposal 01-08JAN13 – Pneumatic Compactor opened on January 8, 2013. Four bids were received and following the January 14, 2013 RFP Evaluation Committee meeting, Public Works recommends award by low bid to Tri-State Construction Equipment Company of Ashland, MO.

Total cost for Pneumatic Compactor with Extended Warranty option is \$46,653.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 91300 - Machinery & Equipment. \$47,000 was budgeted for this purchase. The RFP Evaluation Report is attached for your review.

ATT: RFP Evaluation Report

cc:

Greg Edington, Public Works

Bid File

Evaluation Report for Request for Proposal

01-08JAN13 - Pneumatic Compactor

OFFEROR #1: CMW Equipment

- X It has been determined that CMW Equipment has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.
- ____ It has been determined that CMW Equipment has submitted a non-responsive proposal.

Method of Performance

- · Hours on machine & Warranty
- Service Records, Availability of Extended Warranty, and Inspection and Assessment of Machine

Strengths:

- Less than 200 hours on machine (188)
- Service History provided
- · Extended Warranty available and information provided
- Late model year (2010)
- Acceptable model
- HP between 80-100 (85)
- · Includes ROPS and scatbelt
- Between 9-11,000 lbs (9096)
- Compaction potential between 27-29,000 lbs (27,396 lbs)

- No information on the condition of the engine, body or tires
- No information on parts availability
- Nearest authorized service center 50+ miles from Boone County

OFFEROR #2: The G. W. Van Keppel Company

- X It has been determined that The G. W. Van Keppel Co. has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.
- It has been determined that **The G. W. Van Keppel Co.** has submitted a **non-responsive** proposal.

Method of Performance

- · Hours on machine & Warranty
- Service Records, Availability of Extended Warranty, and Inspection and Assessment of Machine

Strengths:

- Late model year (2012 newest of all offerors)
- Less than 200 hours on machine (12)
- Still under original warranty which covers full machine, parts & service (good thru 8/13)
- Warranty information provided
- 10% added government parts discount
- Acceptable model
- Between 9-11,000 lbs (9975)
- Compaction potential between 27-29,000 lbs (27,000)
- Includes ROPS & seatbelt
- Extended Warranty available on PT
- · Engine, tires and body like new

- · No information on parts availability
- Nearest authorized service center is in Kansas City, MO (50+ miles from Boone County)

OFFEROR #3: The Victor L. Phillips Company

- It has been determined that The Victor L. Phillips Co. has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.
- __X_ It has been determined that The Victor L. Phillips Co. has submitted a non-responsive proposal.
 - Machine has 424 hours Specs required machine to have, 'fewer than 200 hours'
 - Machine weight is 13,228 lbs Specs required machine to be, 'from 9,000 to 11,000 lbs.'

Method of Performance

- Hours on machine & Warranty
- Service Records, Availability of Extended Warranty, and Inspection and Assessment of Machine

Strengths:

- Includes ROPS & seatbelt
- Engine size between 80-100 HP (99)

- Machine is not one of the recommended models
- No model year listed
- · No service history information
- Pricing page lists warranty thru 5/I/14 or 4000 hours but no pricing (possibly included in machine price)
- · No warranty information

OFFEROR #4 Tri-State Equipment Company

- _X It has been determined that Tri-State Equipment Company has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.
- ____ It has been determined that Tri-State Equipment Company has submitted a non-responsive proposal.

Method of Performance

- · Hours on machine & Warranty
- Service Records, Availability of Extended Warranty, and Inspection and Assessment of Machine

Strengths:

- Late model year (2011)
- Fewer than 200 hours on machine (176)
- Between 9-11,000 lbs (9975)
- Compaction potential between 27-29,000 (27,000)
- Includes ROPS & seatbelt
- · Service history provided
- Authorized service center located in Ashland, MO
- Acceptable model

- Engine size is 74hp Specs required, 'Engine sizes shall range from 80 hp to 100 hp' <u>BUT</u> this model was listed as acceptable in RFP 3.2.1.
- Both 'travel motors' were replaced 8/12 per service history

Committee Review Summary:

The evaluation committee met on January 14, 2013 to review the four proposal responses received. In determining the responsiveness of the proposals, it was found that The Victor L. Phillips Company submitted a non-responsive proposal in that the equipment proposed takes exception to required specifications. The RFP required equipment to have fewer than 200 hours and have a machine weight from 9,000 to 11,000 pounds. The Victor L. Phillips Company's proposed machine has 424 hours and machine weight is 13,228 pounds. The remaining vendor responses were all determined to be responsive.

The Committee next evaluated the three responsive proposals as to the number of hours on the machine, the availability and content of the service records provided, and the availability and cost of an extended warranty. The Committee also performed an inspection and assessment of each piece of equipment based on the documentation and pictures submitted by each vendor.

It was determined that equipment with 0-100 hours included a full or partial base warranty and therefore would receive a higher point value. Equipment with 100-200 hours had no remaining base warranty however still met the required specifications, so would receive a mid-range point value. All three responsive proposals included information on comparable extended warranties so the Committee rated each based on the cost of each warranty. All three responsive proposals included service records and these records were reviewed and each vendor was awarded full points for submitting the records. Finally, in determining points for the inspection and assessment of the equipment, the Committee was agreed that the proximity of an authorized service center to Boone County would need to be evaluated as a factor. It was decided that service centers located within 0-50 miles of Boone County would receive 4 points and those more than 50 miles from Boone County would receive 0 points.

Following the scoring of the proposal responses on the Evaluation Report Form, the committee recommends award to Tri State Construction Equipment Company for being the best fit for Boone County and for being able to offer the desired equipment outlined within the proposal and stated above.

EVALUATION REPORT FORM PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL NUMBER - 01-08JAN19 - Pneumatic Compactor Amy Robbins, Senior Buyer

NAME OF OFFEROR	Hours on Machine & Warranty (25 points)	Service Records, Availability of Extended Warranty, and Inspection and Assessment of Machine points)	TOTAL SUBJECTIVE POINTS (50 points)	COST PONITS (50 points)	TOTAL POINTS (Max 100 pts.)
CMW Equipment	12.5	18.0	30.5	34.0	84.5
The G.W. Van Keppel Company	17.5	17.0	34.5	37.8	72.3
The Victor L. Phillips Company	0.0	0.0	0.0	0.0	0.0
Tri-State Construction Equipment Company	12.5	25.0	37.5	50.0	87.5

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our beging judgement of the subjective areas of the offeror approach, which highlights some, but not interestantly all, of the reasons for our evaluation of the proposals as indicated by the access above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Companies Spinishers Companies Compa

arren Kambrel

Excell PURFP/EvaluationReport

6

1/16/13
DECUECE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI



RÉQUEST BO				NE COUNTY, MISSOU	RI			
	607 VENDOR NO.	Tri-State Construction Equipm VENDOR NAME	ent C	Company		County Clerk's Office		
				CITY BID DOCUMENTATION demonstrate compliance with statutory bi. 0.753-50.790, and the Purchasing Manual—				
Bid /RFP (enter # below) Sole Source (enter # below) Emergency Procurement (enter # below) Written Quotes (3) Attached (>\$2500 to \$4,499) Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source			Not Subject To Bidding (select a Utility Employee Travel/Meal Reimb Training (registration/conf fees) Dues Pub/Subscription/Transcript Copies Refund of Fees Previously Paid to County			riate response below): Mandatory Payment to Other Govt Court Case Travel/Meal Reimb Tool and Uniform Reimb Inmate Housing Remit Payroll Withheld Agency Fund Dist (dept #s 7XXX)		
#01-08JAN13 (Enter Applicable Bid / Sole Source / Emergency Number)				Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable Intergovernmental Agreement				

Ship to Department # 2040 Public Works Maintenance Operations

Bill to Department # 2040 Public Works Maintenance Operations

E	epa	rtme	ent		A	ссо	unt		Item Description	Qty	Unit Price	Amount
2	0	4	0	9	1	3	0	0	2011 BOMAG Pneumatic Tired Roller Model BW11RH, Serial # 901A22221056 Includes: Hydrostatic transmission Tier 4i Cummins Diesel Engine Nine 7.50 x 15, 12 ply tires Fuel gauge Horn Hydrostatic, center articulated steering with +/- 10° Frame oscillation Rear wheel oscillation +/- 4° outside, +/- 5° center Spring-Applied, Hydraulically-Released (SAHR) brakes 150 gallon polyethylene water tank Pressurized water spray system Roll-Over, Falling-Object Protective Structure (ROPS / FOPS) and seat belts	1	\$45,000	\$45,000
2	0	4	0	9	1	3	0	0	Extended Warranty	1	\$1,653	\$1,653
						_						\$46,653

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

Amy Robbins

Requesting Official

Prepared By

ca 1/24/13

Auditor Approval

PURCHASE AGREEMENT FOR Pneumatic Compactor

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 Pneumatic Compactor, Request for Proposal number 01-08JAN13, any applicable addenda and the Contractor's proposal response dated January 8, 2013 and executed by Brian Rowe on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this proposal if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement, the Request for Proposal 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) Pneumatic Compactor as follows:

2011 BOMAG Pneumatic Tired Roller Model BW11RH, Serial # 901A22221056 Includes:

Unit Price \$45,000.00

- Hydrostatic transmission
- Tier 4i Cummins Diesel Engine
- Nine 7.50 x 15, 12 ply tires
- Fuel gauge
- Horn
- Hydrostatic, center articulated steering with +/- 10°
 Frame oscillation
- Rear wheel oscillation +/- 4° outside, +/- 5° center
- Spring-Applied, Hydraulically-Released (SAHR) brakes
- 150 gallon polyethylene water tank
- Pressurized water spray system
- Roll-Over, Falling-Object Protective Structure (ROPS / FOPS) and seat belts

Extended Warranty

\$ 1,653.00

- Additional Power Train Protection Plan
- Coverage through 6/1/15 or 4,000 hours

Total

\$46,653.00

- 3. **Delivery** Vendor agrees to deliver equipment within 1 week after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.
- 4. *Billing and Payment* All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 5. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. *Entire Agreement* This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

TRI-STATE CONSTRUCTION EQUIPMENT

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

BOONE COUNTY, MISSOURI

Appropriation Account

COMPANY		
by Blowe	by: Doone Coun	ty Commission
title Stole Manager	land	
	Daniel K. Atwill,	, Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:	
Allour	Wendy	5. Noew County Clerk my
C.J. Dykhouse, County Counselor	Wendy S. Noren,	County Clerk My.
In accordance with RSMo 50.660, I hereby co	ertify that a sufficient unencu	mbered appropriation balance exists and
is available to satisfy the obligation(s) arising required if the terms of this contract do not cr	-	
required it the terms of this contract do not cr	cate a measurable county out	ngation at uns unic.
	1/2/1/10	2040-91300 - \$46,653.00

Date

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.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name:	Tri-State Constru	oction Eq	ovipment.	<u>lo</u>	
Address:	106 Industrial Ashland, Mo	Dz . 650	10		_
Telephone:	513-651-2154			57-1012	
Federal Tax ID (or So	cial Security #):371	090568			
Print Name: Bric	in Rowe	_ Title: _	Store	Manager	
Signature:	Powe	_ Date: _		· 13	

Note: This form must be signed. All signatures must be original and not photocopies.

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices.

\$45,000.0€

See below

Coverage till 6/1/14 or 3,000 hours #1,129,00

Coverage till 6/1/15 or 4,000 hours #1,653.00



Martin Equipment 106 Industrial Dr. Ashland, MO 65010 (573) 657-2154

Quote Issued To: BOONE COUNTY HIGHWAY DEPT

5551 HWY 63 SOUTH COLUMBIA , MO , 65201

(573) 449-8515

Quote Issued By: BRIAN ROWE

QUOTATION

Quote #: 5002572 **Issue Date :** 1/8/2013 **Expire Date :** 4/12/2012

Est Delivery : FOB :

QUOTE SUMMARY

 Total Sale Price :
 45,000.00

 Less Trade Allowance :
 0.00

 Subtotal : Pre-Tax :
 45,000.00

 Sales Tax :
 0.00

 Grand Total :
 45,000.00

ITEMS LISTED FOR SALE

 Item #
 Year
 Make
 Model
 Serial #
 Hours
 Sale Price

 BM221056
 2011
 BOMAG
 BW11RH
 901A22221056
 176
 45,000.00

CUMMINS, HYDROSTATIC, ALARM, LIGHTS, ROPS

Total of Items For Sale : 45,000.00

Grand Total: 45,000.00

Notes

ALL SERVICE RECORDS ARE ATTACHED TO THIS QUOTE.

MACHINE IS LOCATED IN ASHLAND, MO. IF ANYONE WOULD LIKE TO VIEW OR OPERATE IT.

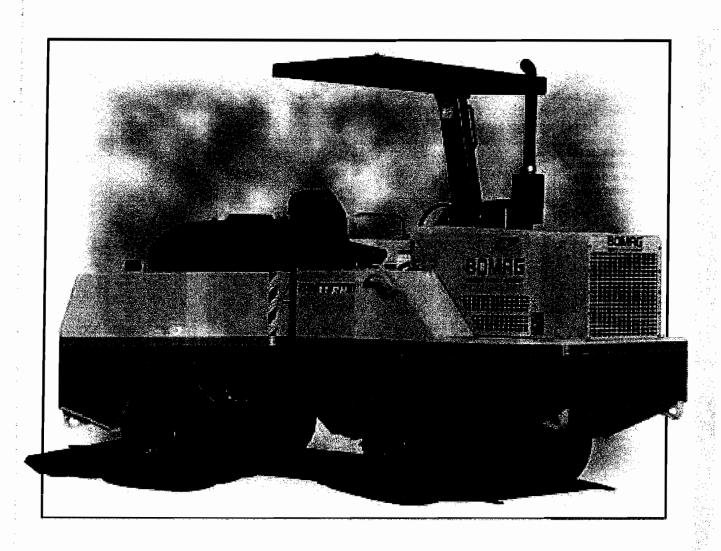
Acceptance	: Signatu	ire:	Date:	

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.

All prices are subject to expiration of any current sales programs and incentives.

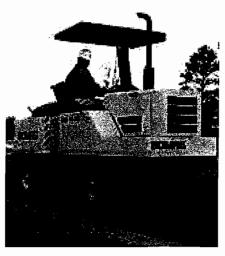


Pneumatic Tired Roller BW11RH



THE TIRE	INFLATION PRESSUR	E P.S.I	GROUND CONTACT PRESSURE & P.S.I						
Wheel Loads				2 Ply tire pr	essure	Opt	14 Ply Radi	al tire press	ure
lbs	Front	Rear	45	75	100	45	75	100	130
1,500 (680 kg)	0	4,500 (2,041 kg)	46	49	55	32	46	61	8 1
2,000 (907 kg)	2,000 (907 kg)	7,000 (3,175 kg)	53	63	77	40	57	72	99
3,000 (1,360 kg)	6,000 (2,721 kg)	12,000 (5,443 kg)	х	75	85	x	61	73	94

Operating weight, 9975 lbs (4525 kg), includes ROPS, full fuel tank, 1/2 full water spray tank, and 175 lbs (80 kg) operator.



Dual, center facing seats provide excellent visibility in both travel directions

Handling is Easier & Safer:

- Hydrostatic Steering with automotive type steering wheel provides controlled maneuverability through turns.
- Brakes apply automatically when engine is shut down or with loss of transmission system hydraulic pressure.
- Functional frame design incorporates strategically placed ballast compartments providing a low center of gravity, exceptional stability and uniform weight distribution.
- Standard ROPS/FOPS with seat belts deliver operator safety.
- Operating Safety is further enhanced by adding the optional turn signals and 4-way flashers.

Pneumatic tired models provide maximum versatility

Achieve Maximum Productivity:

- Centerpoint steering allows the wheels to provide full width coverage on turns requiring fewer passes to achieve optimum compaction results.
- Three speed hydrostatic transmission provides maximum gradeability in low range, optimum performance in medium or work range and top production in high range.
- Short, nine foot inside turning radius, accomplished through 35 degree centerpoint articulation, takes compaction up to tight, curving curblines.
- Ten degrees oscillation assures uniform compaction on irregular surfaces.
- Dual, center facing seat cockpit design places controls within easy reach and provides excellent visibility in both travel directions.
- Optional heat retention shields help maintain high tire temperatures, preventing asphalt pickup that could damage the mat.
- The pressurized water spray system provides efficient water usage, extending time between refills.
- The low speed, high torque travel motors provide three operating speed ranges.

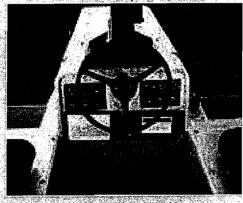
Less Service & Maintenance:

The purchase price is important, but so are the operating costs. Check these features:

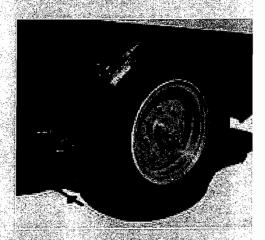
- Maintenance-free SAHR brakes are an integral part of the travel motors, allowing an emergency/parking brake provision.
- Wide opening engine doors allow easy access for servicing.
- Maintenance and check points are accessible while standing on the ground.
- The heavy duty, centerpoint oscillating and articulating centerjoint provides long life.
- Self-lubricating bushings are virtually maintenance-free.
- The frame is constructed of heavy steel plate to provide maximum strength and durability.

Best for COMPACTION

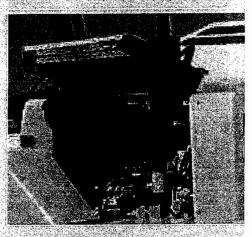
Featuring...



Cockpit design places controls within easy reach and provides unobstructed visibility



Cocoa mats on each tire help eliminate material pick-up



Easy access means fast servicing

With these features and many more, it's easy to see why this model maintains a high residual value while delivering lower lifetime operating costs.

Data 08JAN2013 11:19:53 ** WORK ORDER PREVIEW ** Page 1

Location 5 Work Order 5013963 Seg. 01 Opn Dt 16MAY2011

Auth by Phone Inv 5013963 Cls Dt 26MAY2011

CMP GOODS Slprn 36

S INTERNAL - ASHLAND Cust No. 500005 S

Pur-Ord. H

P-% 15.0 L-% 15.0 I

D ASHLAND, MO 65010 P ASHLAND, MO 65010

G/L # 130-00-0000 Stock# BM221056 Farm Plan#

Make Model PIN Number Equipment Meter MC SFR BOMAG BW11RH 901A22221056 CUMMINS,HY 3.0 H S

Pr Cls-PI Lbr Cls-IIN Price Cd-L Prt Tx-N935 Lbr Tx-N135

Item Hrs/Ord Bk-Ord Ship Description/Comments PO# RATE EXTENSION

SPG CD NA

PDI/CHECK OVER

CORRECTION:

PDI- CHECKED FLUID LEVELS, CHECKED ALL

SPRAYERS, CHECKED TIRES.

2 2 AR69445 HY-GARD TM 2.99 5.08 1.50 05-16 R/T 00027 REPAIR 98.00 124.95 1 05-16 1 SHOP SUPPLIES 5.50 5.50

SEG # 01 TOTAL = 5.08 P 1.50 LH 124.95 L 5.50 M 135.53 T

Date 08JAN2013 11:19:54 ** WORK ORDER PREVIEW ** Page 1

Location 5 Work Order 5014914 Seg. 01 Opn Dt 08AUG2012 Inv 5014914 Cls Dt 28SEP2012 Auth by Phone WARRANTY lprn 36

S INTERNAL - ASHLAND Cust No. 500005 S Pur-Ord.

P-% 0.0 L-% 30.0 I

D ASHLAND, MO 65010 P ASHLAND, MO 65010

G/L # 105-00-0000 Stock# 05014914 Farm Plan#

Make Model PIN Number Equipment Meter MC SFR 901A22221056 176.0 H S BOMAG BW11RH CUMMINS, HY

Prt Cls-PW Lbr Cls-IWR Price Cd-C Prt Tx-N935 Lbr Tx-N135

Item Hrs/Ord Bk-Ord Ship Description/Comments PO# RATE EXTENSION

SPG CD NA

REPLACE BOTH TRAVEL MOTORS (PER BOMAG)

COMPLAINT:

TRAVEL MOTOR MAKING NOISE IN HIGH GEAR

UNDER LOAD

CAUSE:

INCORRECT BEARING PRELOAD.

CORRECTION:

REPLACED BOTH TRAVEL MOTORS PER BOMAG.

"S ONLY.

2		2	83212797	HYDRAULI	7249.16	14498.32
1		1	05815399	SEAL KIT	253.69	253.69
1		1	30313D	BEARING	197.91	197.91
4		4	U12547	OO-RING	1.00	4.00
4		4	R26448	OO-RING	.98	3.92
2		2	R26375	OO-RING	1.25	2.50
20		20	2908-046	OOIL	3.49	69.80
1.00	07-19	R/T	00027 REPAIR	1	100.00	70.00
5.62	07-19	R/T	00028 REPAIR		100.00	393.40
2.50	07-18	R/T	00028 REPAIR		100.00	175.00
2.00	07-17	R/T	00028 REPAIR		100.00	140.00
3.00	07-23	R/T	00027 REPAIR		100.00	210.00
8.12	07-23	R/T	00028 REPAIR		100.00	568.40
1.00	07-25	R/T	00027 REPAIR		100.00	70.00
5.00	07-24	R/T	00028 REPAIR		100.00	350.00
2.50	07-24	R/T	00027 REPAIR		100.00	175.00
8.18	07-24	R/T	00028 REPAIR		100.00	572.60
2.25	08-09	R/T	00028 REPAIR		100.00	157.50
1.00	08-08	R/T	00027 REPAIR		100.00	70.00
4.00	08-08	R/T	00028 REPAIR		100.00	280.00
3.70	08-13	R/T	00028 REPAIR		100.00	259.00
4.00	08-14	R/T	00028 REPAIR		100.00	280.00

UPS NEXT DAY AIR.

SEG # 01 TOTAL = 15,030.14 P 53.87 LH 3,770.90 L .00 M 18,801.04 T

Da►∘	08JAN2013	11:19:54	**	WORK	ORDER	PREVIEW	**	Page	3

Location 5 Work Order 5014914 Seg. 03 Opn Dt 28SEP2012

Auth by Phone Inv 5014914 Cls Dt 28SEP2012

INTERNAL Slprn 36

S INTERNAL - ASHLAND Cust No. 500005 S

Pur-Ord. H
P-% 0.0 L-% 0.0 I

D ASHLAND, MO 65010 P ASHLAND, MO 65010

G/L # 452-01-2005 Stock# 00000000 Farm Plan#

Make Model PIN Number Equipment Meter MC SFR BOMAG BW11RH 901A22221056 CUMMINS,HY 176.0 H S

Pr+ Cls-PI Lbr Cls-IIN Price Cd-C Prt Tx-N935 Lbr Tx-N135

Item Hrs/Ord Bk-Ord Ship Description/Comments PO# RATE EXTENSION

	ITEMS	NOT	COVERED UND	er warranty			
1		1	47380	FUEL TEE	S	11.32	11.32
2		2	7-08150	FUEL LIN	E	2.25	4.50
3		3	BPC-20	BRAKE	\mathtt{CL}	2.25	6.75
1		1	TY6341	GGREASE		3.07	3.07
2		2	X12F5OX-S	AADAPTER	FI	2.88	5.76
1		1	51846	FILTER		92.05	92.05
8		8	2908-046	OOIL		3.49	27.92
1	09-28	1	INBOUND FRE	EIGHT		210.91	210.91
1	09-28	1	INBOUND FRE	EIGHT		12.85	12.85
1	09-28	1	INBOUND FRE	EIGHT		52.93	52.93
SEG # 03	TOTAL =	151	.37 P .00	LH	.00	L 276.6	9 M 428.06 T

Dar 08JAN2013 11:19:54 ** WORK ORDER PREVIEW ** Page 1

Location 5 Work Order 5015127 Seg. 01 Opn Dt 240CT2012

Phone Inv 5015127 Cls Dt 26NOV2012 Auth by

CMP GOODS Slprn 36

S INTERNAL - ASHLAND Cust No. 500005 S

Pur-Ord.

P-% 15.0 L-% 15.0 I

D ASHLAND, MO 65010 P ASHLAND, MO 65010

G/L # 130-00-0000 Stock# BM221056 Farm Plan#

Make Model PIN Number Equipment Meter MC SFR 901A22221056 CUMMINS, HY 176.0 H S BOMAG BW11RH

Pr Cls-PI Lbr Cls-IIN Price Cd-L Prt Tx-N935 Lbr Tx-N135

Item Hrs/Ord Bk-Ord Ship Description/Comments PO# RATE EXTENSION

SPG CD NA

WINTERIZE & CHECK

CORRECTION:

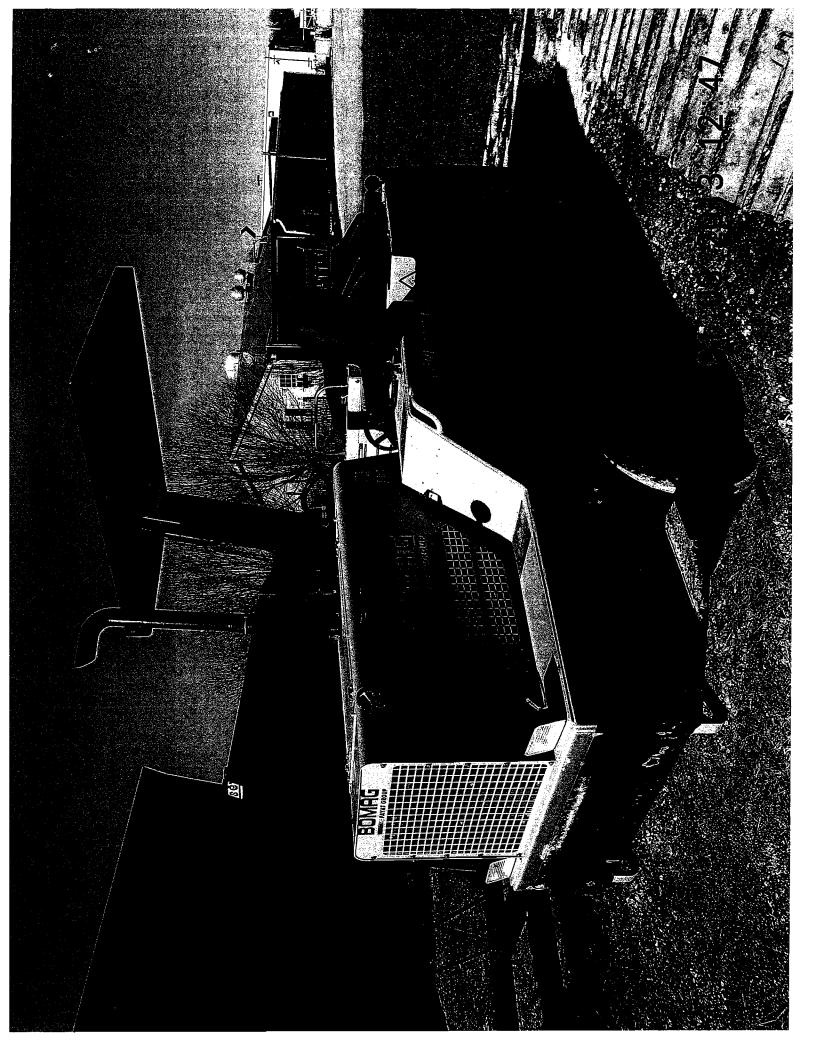
CHECKED OVER & DRAINED ALL WATER. ADDED

RV ANTIFREEZE.

2 AFZ RV ANTIF 7.24 12.31 1.50 10-23 R/T 00028 REPAIR 100.00 127.50 1 - 1 SERVICE SUPPLIES .62 .62

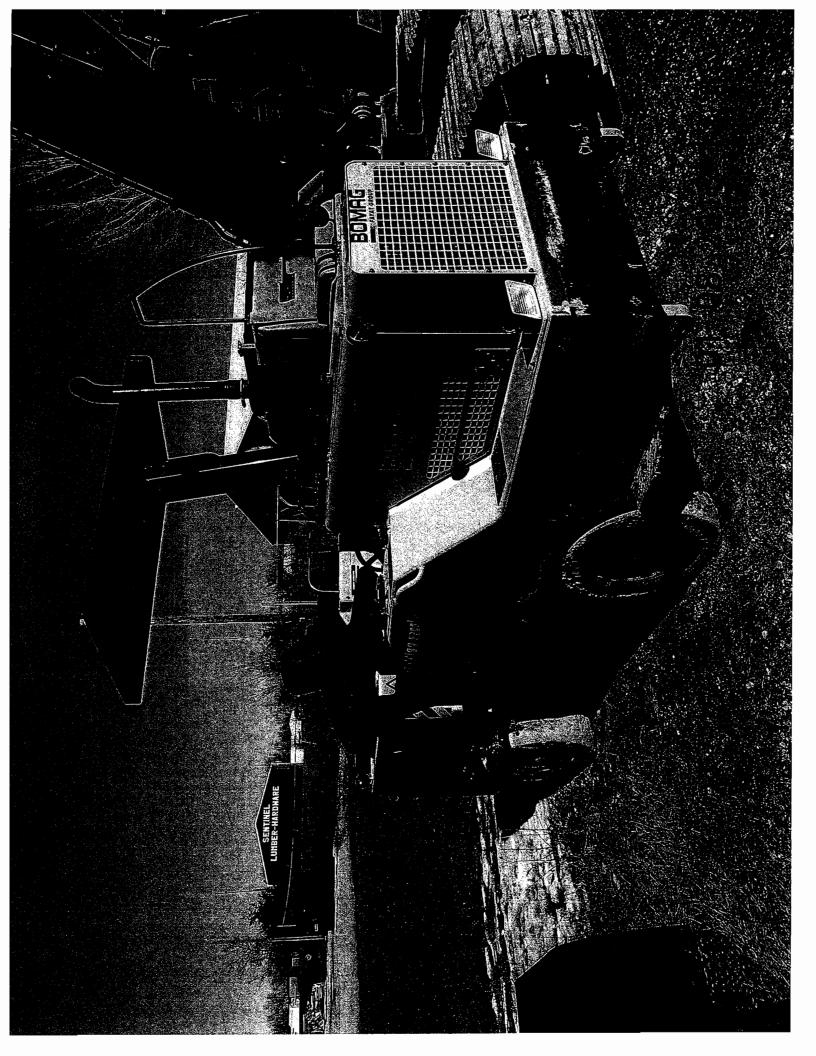
SEG # 01 TOTAL = 12.31 P 1.50 LH 127.50 L .62 M 140.43 T

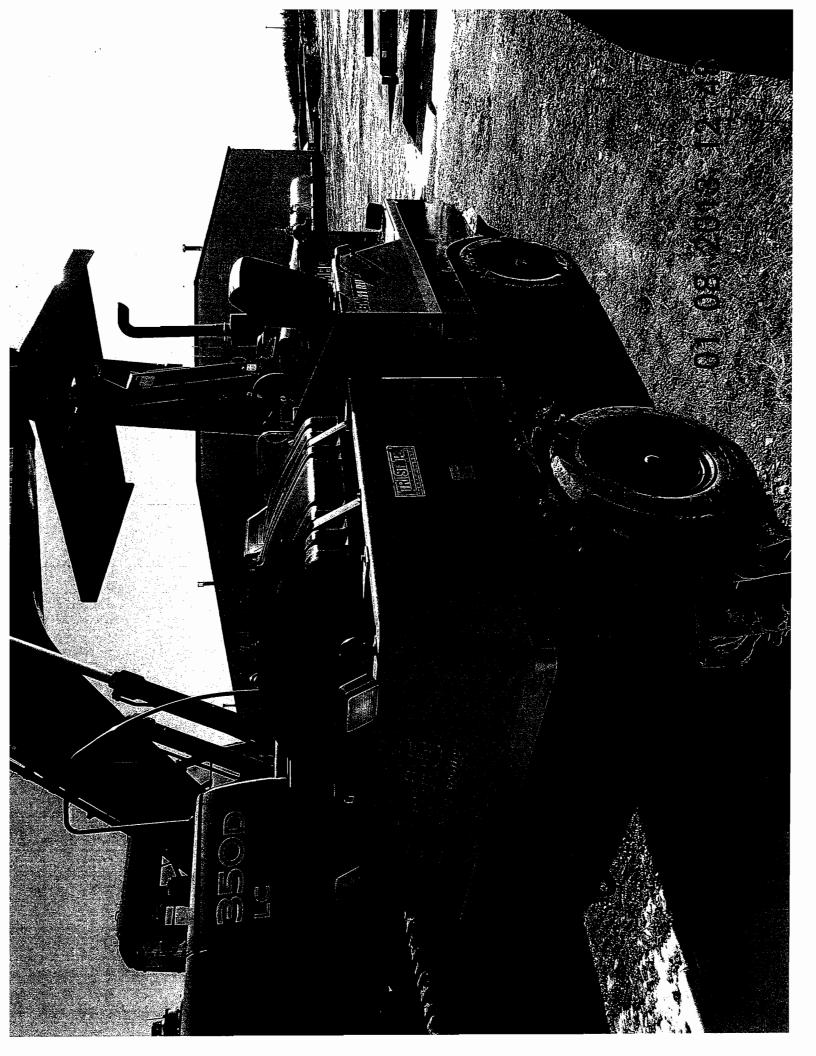
********** .00 * * Taxable Parts 12.31 * * Non-Taxable Parts 127.50 * * Total Labor * Non-Taxable * Misc Charges .62 * .00 * * Sales Tax * TOTAL DUE >

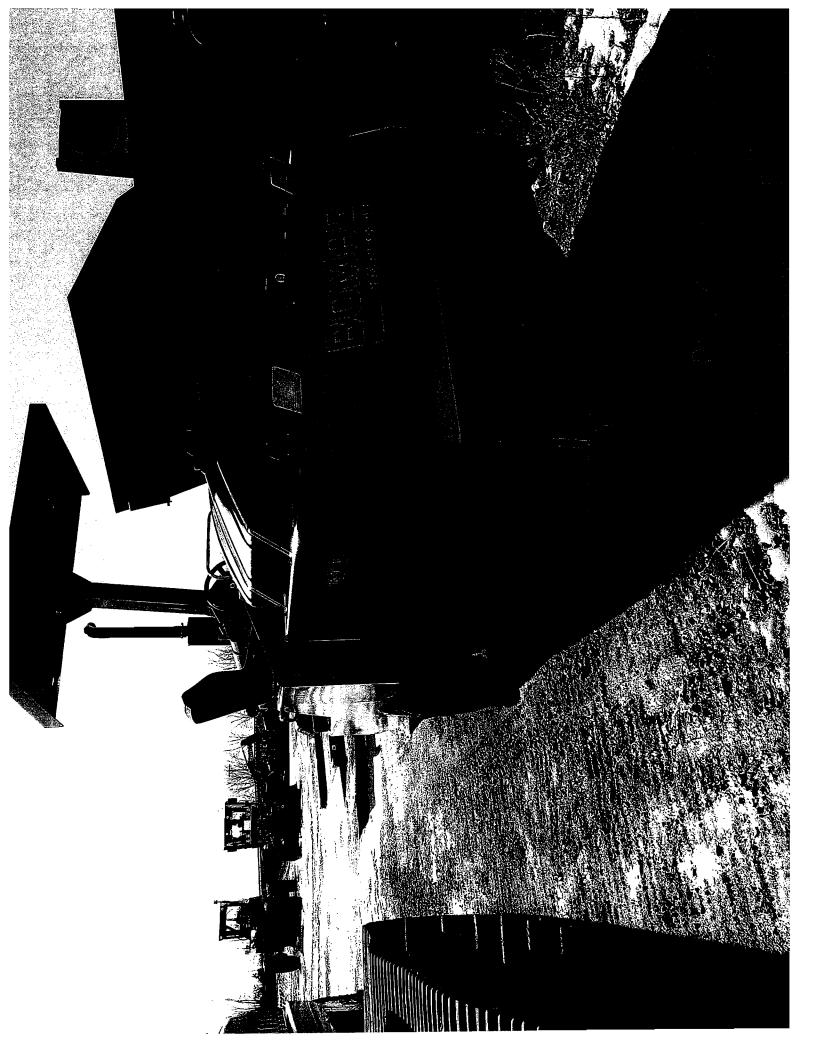


MANAGORA MAN

CINECO SCHUITCHO LECHERO EN COLLEGA











106 Industrial Dr. Ashland, MO. 65010 573-657-2154 Office 573-657-1012 Fax

Store Manager:

Brian Rowe 573-819-2219 Mobile browe@meoi.com email

Office Staff

Maria Lacy Sandy Freiling

Sales Dept.

Bruce Ragan 573-881-4113 Mobile bragan@meoi.com email Rowdy Cannon 573-826-1114 Mobile rcannon@meoi.com email

Parts Dept.

Kevin Krieg – Parts Manager George Garcia – Certified Parts Advisor

Service Dept.

Kelly McGrath - Service Manager Matt Buckner - Service Tech Andrew Little - Service Tech Steve Apperson — Service Tech Luke Vanderfeltz — Service Tech

Store Hours:

Monday thru Friday 7:00 am till 5:00 pm







Martin Equipment of Illinois, Inc.

Goodfield Illinois

Phone: (309) 965-2502 Fax: (309) 965-2711

Monday - Friday: 6:30 AM - 5:00 PM Saturday: 6:30 AM - Noon

Sunday: Closed Address: 400 W. Martin Dr. Goodfield, IL 61742

Tolono Illinois

Phone: (217) 485-6755 Fax: (217) 485-5795

Monday - Friday 6:30 AM - 5:00 PM Saturday: 7:00 - Noon (Apr -Nov)

Sunday: Closed

Closed (Dec -Mar)

Address: 887 US Route 45 P.O. Box 130 Tolono, IL 61880

Springfield Illinois

Phone: (217) 528-4347 Fax: (217) 528-9488

Monday- Friday: 7:00 Am - 5:00 PM Saturday: 7:00 AM - Noon

Sunday: Closed

Address: 2384 J. David Jones Pkwy. Springfield, IL 62707

Monday - Friday: 6:30 AM - 5:00 PN Saturday: Closed

P.O. Box 141

Peru Illinois

Phone: (815) 224-4711

Fax: (815) 224-4681

.Sunday: Closed

Address: Terminal Road & Route 6

Peru, Illinois 61354

Rock Island Illinois

Phone: (309) 787-6108 Fax: (309) 787-1983

Monday - Friday: 7:00 AM - 5:00 PM

Saturday: 7:00 - Noon Sunday: Closed

Address: 3720 85th Avenue West Rock Island, IL 61201

Martin Equipment of Iowa, Inc.

Dubuque Iowa

Phone: (563) 588-1950 Fax: (563) 588-3685

Monday - Friday: 7:00 AM - 5:00 PM Saturday: 7:00 AM - Noon

Sunday - Closed Address: 9173 E. Tamarack Dubuque, IA 52003

Cedar Rapids Iowa

Phone: (319) 365-0515 Fax: (319) 366-7545

Monday - Friday: 7:00 AM -5:00 PM

Saturday: 7:00 AM - Noon (parts only)

Sunday: Closed Address: 2900, 6th Street S.W. Cedar Rapids, IA 52404

Tri- State Equipment Company

Ashland Missouri

Phone: (573) 657-2154 Fax: (573) 657-1012

Monday - Friday 7:00 AM - 5:00 PM

Saturday: Closed Sunday: Closed Address: 106 Industrial Drive Ashland, MO 65010

Palmyra Missouri

Phone: (573) 769-2274 Fax: (573) 769-4880

Monday - Friday 7:00 AM - 5:00 PM

Saturday: Closed Sunday: Closed

Address: 6787 County Road 312 Palmyra, MO 63461





DELIVERY CHECKLIST

Customer	Equipment		Attachments	
GENERAL PRODUCT	ITEMS			
REVIEW MACE	HINE CONFIGURATION including OI	PTIONS & ATTACHMENTS		
FINAL MACHIN	NE SET UP			
• Monitor S	Settings and Machine Adjustments			
MACHINE WAL	LK AROUND .			
• Review S	Safety Features for Machine and Atta Service Points Fransport Requirements	chments		
REVIEW OPER	RATION TECHNIQUES FOR CUSTO	MER APPLICATION		
CUSTOMER RESPON	SIBILITIES			
REVIEW OF OI	PERATOR MANUAL			
Review C	Safety & Caution Sections Depration Sections Maintenance Sections			
REVIEW MAIN	TENANCE REQUIREMENTS FOR M	ACHINE AND ATTACHMEN	ITS	
	Proper Fluids, Greases, Filters, and F Maintenance Intervals and Fluid Sam			
REVIEW STAN	DARD WARRANTY COVERAGE			
 Items No 	overed Under Manufacturer's Warrant ot Covered Under Manufacturer's War overed Under Other Warranties	-		
REVIEW EXTER	NDED WARRANTY COVERAGE AS	APPLICABLE		
DEALER CONTACTS	AND SUPPORT SOLUTIONS			
REVIEW DEALE	ER CONTACTS FOR SALES, PARTS	S, SERVICE, ETC		
REVIEW SUPPO	ORT SOLUTIONS PROVIDED			
REVIEW SERVI	ICE PART NEEDS			
REVIEW CUSTO	OMER FOLLOW UP SCHEDULE & C	CONTACTS		
Dealer Owes Customer		Customer Owes	s Dealer	
				
			-	
Dealer signature	Date	Customer signa	ture Da	ate



Request for Proposal

Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, Missouri 65201

Amy Robbins, Senior Buyer Phone: (573) 886-4392 Fax: (573) 886-4390

E-mail: arobbins@boonecountymo.org

Proposal Data

Proposal Number:

01-08JAN13

Commodity Title:

PNEUMATIC COMPACTOR

DIRECT PROPOSAL FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Proposal Submission Address and Deadline

Day / Date: Tuesday, January 8, 2013

Time: 1:30 P.M. C.S.T. (No late proposals will be accepted)

Location / Mail Address: **Boone County Purchasing Department**

> **Boone County Annex Building** 613 E. Ash St., Room 109 Columbia, MO 65201

Directions: The Purchasing office is located on the Southeast corner at

7th Street and Ash Street. Enter the building from the South

side. Wheel chair accessible entrance is available.

Proposal Opening

Day / Date: Tuesday, January 8, 2013

Time:

1:30 P.M. C.S.T.

Location / Address: Boone County Purchasing 613 E. Ash St., Room 109 Columbia, MO 65201

Proposal Contents

1.0: Instructions and General Conditions

2.0: Introduction and General Information

3.0: Specifications

4.0: Proposal Submission Information

5.0: Response Page

No Bid Response Form



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

BID #: 01-08JAN13 - Pneumatic Compactor

Sealed proposals will be accepted until 1:30 p.m. on January 8, 2013 in the Boone County Purchasing Office, Boone County Annex Building, Room 109, 613 E. Ash Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be opened at 1:30 p.m. on January 8, 2013 in the Boone County Purchasing Department, Boone County Annex Building, 601 E. Ash Street, Columbia, MO 65201.

Specifications are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: arobbins@boonecountymo.org.

Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at http://www.showmeboone.com.

Amy Robbins, Senior Buyer Boone County Purchasing

Insertion: 12/12/2012 Columbia Missourian



1. <u>INTRUCTIONS AND GENERAL CONDITIONS</u>

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions of Bidding and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with the material and/or supplies, equipment or services as detailed in the following proposal.
 - a) **Proposal Closing:** All proposals shall be delivered before 1:30 P.M., C.S.T., on January 8, 2013 to:

Boone County Purchasing Department Amy Robbins, Senior Buyer 613 E. Ash Street, Room 209 Columbia, Missouri 65201

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and four (4) copies of the proposal (total of five.) Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted bids will be accepted however, the *No Bid Response Form* may be faxed.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

1.2 Evaluation of Proposals (Procedure):

a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.

3

- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed equipment checks on the short listed Offerors.
- d) The County reserves the right to request a demonstration of the proposed equipment. The County shall utilize a Mechanic and an Equipment Operator for assessment of the proposed equipment.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

1.3 Ambiguity, Conflict, or Other Errors in the RFP:

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

- **1.4 Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.
- **1.5 Acceptance of Proposals:** The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.
- 1.6 Requests for Clarification of Proposals: Requests by the Department for clarification of proposals shall be in writing.
- **1.7 Validity of Proposals:** Offeror should state how many days or months proposals remain valid beyond the 60 days minimum.
- **1.8 Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.
 - a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
 - b. Proposals will be opened in the Boone County Purchasing Department on January 8, 2013 at 1:30 P.M., C.S.T. located at the following address:

Boone County Purchasing Annex Building 613 E. Ash Street Columbia, Missouri 65201

- 1.9 Withdrawal of Proposals: Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:
 - a. Withdrawal: Permission to allow an Offeror to withdraw their proposal 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 Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.



2. <u>INTRODUCTION AND GENERAL INFORMATION</u>

2.1 Introduction:

- 2.1.1 This document constitutes a request for competitive, sealed proposals for a **Pneumatic Compactor**, as set forth herein.
- 2.1.2 Organization This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Specifications
 - 4) Proposal Submission Information
 - 5) Response Page

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than 5:00 p.m., January 2, 2013. All questions must be mailed, faxed or e-mailed to the attention of Amy Robbins, Senior Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.
 - a. Amy Robbins
 Senior Buyer
 613 E. Ash Street, Room 109
 Columbia, Missouri 65201
 Phone: (573) 886-4392
 Fax: (573) 886-4390

E-mail: arobbins@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.



3. **SPECIFICATIONS**

3.1 Scope:

3.1.1 Boone County – Missouri intends to purchase a **Pneumatic Compactor** for the Public Works Department.

3.2 Minimum Requirements:

3.2.1 Compactor shall be a late model Pneumatic Compactor with fewer than 200 hours. Acceptable models include Bomag BW11RH, Caterpillar PS-150C, Hypac C530AH, Volvo PT125R, or equal. Equipment weight shall be from 9,000 to 11,000 lbs. with compaction potential of 27,000 to 29,000 lbs. Tires shall be in either a 5/4 or 4/5 configuration. Engine sizes shall range from 80 hp to 100 hp. Unit shall be equipped with an integrated ROPS with functional seat belts.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

- 4.1.1.1. When submitting a proposal, the Offeror should include one (1) original and four (4) additional copies.
 - a. The Offeror shall submit the proposal to:

Boone County Purchasing Department Attn: Amy Robbins 613 E. Ash Street, Room 109 Columbia, MO 65201

- b. The proposals must be delivered no later than 1:30 p.m. CST on January 8, 2013. Proposals will not be accepted after this date and time.
- 4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
 - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required.
 - d. Additional information for Offeror to include:
 - Describe year, make, and model of unit, hours on the unit, general
 condition (engine, tires (%wear), body, etc.) Include detailed
 brochures with specifications on the unit proposed. Also include
 any service histories on the unit proposed.
 - Describe parts availability for the proposed equipment. Include any discounts available for parts and general wait times. Also describe

- the nearest authorized service center and supply a contact name, location, and telephone number.
- State details for any factory or dealer warranty for the proposed unit.
- Describe warranty on parts.
- Describe warranty on labor.
- Describe any extended warranty that is available after the original warranty has expired. Include terms and pricing in the submittal.
- 4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.
- 4.1.1.4. Offeror's Offerors Contacts: and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- **4.1.2.** Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
 - 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

- 4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Hours on Machine and Warranty -25%
 - b. Service Records, Availability of Extended Warranty, and Inspection and Assessment of Machine 25%
 - c. Cost of the Machine 50%
- 4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

- 4.1.4.1. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.2. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.
- 4.1.4.3. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder's final response rating.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name:			
Address:			
Telephone:			
Federal Tax ID (o	r Social Security #)	:	
Print Name:		Title:	
Signature:		Date:	
Note: This form n	nust be signed. All	signatures must be original and not photocopic	es.
		d price for the Original Contract Period. All cequipment shall be included in the prices.	osts
5.1. Pneumatio	c Compactor	\$	
5.2 Extended	Warranty	4	



"No Bid" Response Form

Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer (573) 886-4392 - Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

RFP: 01-08JAN13 - Pneumatic Compactor

	vario.			
Address: _	-			
Contact:	e:			
REASON(S	S) FOR NOT SU	BMITTING A PRO	DPOSAL:	

Search Results

Current Search Terms: Tri-State construction* equipment* company*

No records found for current search.

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.564.20130111-1646







CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

January Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the

29th

day of January

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the 2013 General Consultant Agreements for: Poepping, Stone, Bach & Associates, Inc.; Simon Associates, Inc.; Terracon Consultants, Inc.; Crawford, Bunte, Brammeier; URS; & Meco Engineering Company, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign the attached General Consultant Services Agreements.

Done this 29th day of January, 2013.

ATTEST:

Wendy S/Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet Thompson

District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 29 day of January, 2013, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon Consultants, Inc (herein "Consultant").

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

- 1. Agreement duration This contract shall be in effect beginning January 1, 2013 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2013. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.
- 2. Services - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:
 - 2.1 Scope of Services Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

- 2.2 Time for Completion Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.
- Compensation Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.
- 2.4 Signatures Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.
- 3. Compensation In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant, However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

- 4. Owner Responsibilities Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.
- 5. Coordination of Work and Work Product Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.
- 6. Insurance Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance



exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

- 7. Delegation and Subcontracting Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.
- 8. Records and Samples To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.
- 9. Additional Services No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.
- 10. Owner Authorization - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

- Termination The Owner may and reserves the right to terminate this agreement 11. at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice. Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.
- 12. Governing Law This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 13. Certification of Lawful Presence / Work Authorization Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.
- 14. Miscellaneous This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

TERRACON CONSULTANTS, INC	BOONE COUNTY, MISSOURI
By EniA Holha	By Many Att
	Presiding Commissioner
Title SR. PRINCIPAL	
Dated: 1-2-13	Dated: 1-29-/3
APPROVED AS TO FORM:	ATTEST:
Of Dloven	Wendy S. Noven County Clerk my
County Attorney	County Clerk My
APPROVED:	V
An Slamm	

Director, Boone County Resource Management

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

County of Boone)
•)ss
State of MiGGOUYI)

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

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

Subscribed and sworn to before me this 3 day of January, 2013.

Soco 9. Sedgwick

Notary Public

LORA A. SEDGWICK January 28, 2015 Moniteau County Commission #11000770

Terracon

January 2013

Schedule of Services and Fees Geotechnical, Construction Materials, Environmental, and Facilities Services

I. PERSONNEL

Senior Principal	\$185.00/hour
Principal	175.00/hour
Senior Project Engineer	175.00/hour
Senior Project Scientist	155.00/hour
Senior Project Professional	155.00/hour
Senior Project Geologist	155.00/hour
Senior Project Manager II	155.00/hour
Senior Project Manager I	125.00/hour
Project Engineer II	135.00/hour
Project Geologist II	120.00/hour
Project Professional II	110.00/hour
Project Scientist II	110.00/hour
Project Engineer I	120.00/hour
Project Geologist I	110.00/hour
Project Professional I	93.00/hour
Project Scientist I	93.00/hour
Project Manager	100.00/hour
Field Project Manager	88.00/hour
Senior Staff Engineer	110.00/hour
Senior Staff Geologist	93.00/hour
Senior Staff Scientist	87.00/hour
Senior Staff Professional	87.00/hour
Staff Engineer	93.00/hour
Staff Geologist	87.00/hour
Staff Scientist	80.00/hour
Staff Professional	80.00/hour
Field Engineer	87.00/hour
Field Geologist	80.00/hour
Field Professional	72.00/hour
Field Scientist	72.00/hour
Technician V (4 hour minimum)	72.00/hour*
Technician IV (4 hours minimum)	70.00/hour*
Technician III (4 hours minimum)	61.00/hour*
Monthly rate of 160 hours or more per month	57.00/hour*
Technician II (4 hours minimum)	51.00/hour*
Monthly rate of 160 hours or more per month	48.00/hour*
Technician I (4 hours minimum)	44.00/hour*
Monthly rate of 160 hours or more per month	42.00/hour*
Drafts Person/Cad Operator	68.00/hour
Clerical/Administrative Staff	51.00/hour

^{*} An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.

NOTE: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$175.00/hour

II. <u>EXPENSES AND SUPPLIES</u>

Vehicle Charge (local area, within 25 miles of office) Vehicle Charge (local area, within 25 miles of office, less than 4 hours) Vehicle Charge (outside local area) Per Diem, Lodging and Food Miscellaneous charges, including analytical laboratory tests, shipping charges, rental equipment, outside labor, public transportation, materials, permit fees or other contracted services	59.00/1/2 day 0. 63/mile of 120.00/day
III. <u>DRILLING</u>	
Location and elevation of borings, two-person crew	90.00/hour .00/minimum .00/minimum 90.00/day
(non-truck-mounted) drill rig is required	
Auger Drill Rig Auger drilling without undisturbed sampling	
For disturbed samples 0 - 40 pulling augers	10.00/sample
0 - 20 20 - 40 40 - 60 60 - 80 80 - 100 Additional charge for drilling in weathered shale or sandstone	13.75/foot 15.00/foot 17.00/foot 20.00/foot 22.50/foot 7.00/foot
Additional charge for Hollow Stem Augers (if required) 0 - 40 40 - 80 Rotary Drill Rig	4.00/foot 5.00/foot
Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot inter <u>Depth-Feet</u>	vals in soil.
0 - 20 20 - 40 40 - 80 (harder than Qu=5 TSF or 50 blows/ft.) 80 - 120	15.00/foot 17.00/foot 20.50/foot 25.00/foot 27.50/foot
(harder than Qu=5 TSF or 50 blows/ft.)	32.50/foot
Deptn Feet 0 - 40 (Mud or NX Casing) (4" Casing) 40 - 80 (Mud or NX Casing) (4" Casing) 80 - 120 (Mud or NX Casing) (4" Casing)	3.75/foot 5.50/foot 5.25/foot 7.00/foot 6.00/foot 8.50/foot

III. **DRILLING** (continued)

	with organic fluids (additional)q eter for wash boring when temperature is below 20° F	
Additional thin	wall or split-spoon samples	
<u>Depth</u>		
0 - 20		. 25.00/sample
20 - 40)	. 30.00/sample
40 - 60)	. 35.00/sample
80 - 12	0	. 60.00/sample
Drilling and sa	mpling in strata containing primarily broken bedrock, boulders,	
	or fill containing large percentages of concrete and/or steel,	
	rial where standard penetrating resistance exceeds 100/6".	
Depth-	. •	
0 - 20		. \$27.00/foot
20 - 40		. 29.00/foot
40 - 80		. 35.00/foot
80 - 12	0	. 40.00/foot
	et Up	
	ring (5' minimum) 0 - 40 feet	
	et	
		uote on request
		uote on request
	it Drilling	32.00/foot
	for field personnel and drilling equipment	405.00#
Drilling	w/truck-mount rig with two persons	
Dailling w/track	(Overtime	
Drilling w/track	-mount & ATV rig with two persons	210.00/hour
Cost of aposial	(Overtime)	
	l equipment for moving drilling equipmenthe site or for permits	COSI + 20%
	boring or for client delay/stand-by time	
	nount	175.00/hour
	nount & ATV	
	allation in drilled borehole, installing plastic plus	250.00/hole
		Min.of 9.00/foot
	nal charge for surface protector pipe, cap, and pad	
	nole with bentonite chips (max. 8" diameter)	
00 0 121	, , , , , , , , , , , , , , , , , , , ,	
	a. Higher price for shallow holes or when there is a risk of losing or break	
	 Environmental projects may have surcharge if hazardous site condition 	IS.

- p. Environmental projects may have surcharge if hazardous site conditions.
- c. Rock bit and diamond bit wear will be charged at cost for hourly drilling and where hard or fractured rock results in excessive bit wear. All prices are for NX and BX size only.
- d. Wash boring and casing prices apply when washing through hollow stem augers.

IV. INSITU TESTING (Cone Penetration, Dilatometer and Vane Shear Testing)

Mobilization	
25-ton Truck Rig	250.00 plus 2.00/mile
ATV, Marine, Rail car, Skid or Marsh Buggy	Priced On Request

IV.	INSITU TESTING (Cone Penetration, Dilatometer and Vane Shear Testing) (Continued	<u>d)</u>
Set-up	ion and elevation of test locations GPS Lat/Long coordinates (1 to 3M accuracy)	
Electro	onic Cone Penetration Testing (CPT) CPTU (with pore pressure)	
In-Situ	Vane Shear Testing (VST-direct push, 3" x 6" vane)	
Dilator	meter Testing (DMT) tests at 1-foot intervals	
Pushe	d 1.5" diameter PVC liner soil sample, 5ft length 2.00/ft depth + 100.00/sample	
Data F	Reduction CPT sounding 75.00 each DMT sounding 100.00 each VST test 25.00/test	
V.	GEOPROBE SYSTEM	
Mobiliz Unit Ro	cation	
Standb	by/Client Delay Time - truck and operator	
VI.	GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel time not include	<u>d)</u>
Nuclea	r Density and Moisture Measuring Equipment	
Seismi Vibration Electrico Pressu	Hole Sonic Logging Equipment quote on request c Equipment quote on request con Seismograph 175.00/day cal Resistivity Equipment 125.00/day cremeter, Dutch Cone, Bore Hole Shear Equipment 300.00day Additional Pressuremeter Membranes or End Caps 200.00/each chear Equipment 150.00/day	

VI. <u>GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel time not included)</u> (Continued)

Inclinometer Casing	Cost + 20%
Gauge	75.00/week
Dial Indicators	20.00/week
Jack - 30 Ton	150.00/week
Moisture meter (for moisture in wood, insulation, drywall)	30.00/day
James R-Meter (for size and location of reinforcing steel)	50.00/day
Profometer	110.00/day
Ferroscan	200.00/day
Floor Flatness Equipment (Dipstick)	150.00/day
	500.00/week
Maturity Meter	70.00/day
Probes	35.00/each
Brass 2 inch Cube Mold	9.00/day
	35.00/week
Pulse Velocity	95.00/day
Windsor Probe	90.00/day
Set of Three Probes	50.00/set
Windsor Pin	90.00/day
5	20.00/probe
Beam Mold	9.00/day
Clooping Poom Mold	30.00/week
Clahal Basiti air Custom	18.00/each
	ata an raquaat
Global Positioning Systemquo	ote on request
	·
VII. <u>ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included</u>	·
	·
VII. <u>ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included</u>	·
VII. <u>ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included</u> Development, Sampling and Test Equipment Bailer (SS)) 30.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable)	30.00/day 25.00/each
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump) 30.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor)	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day 35.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day 125.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer Additional Transducers	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day 125.00/day 65.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters. Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer Additional Transducers. Recorder, Multi-Channel Portable Sequential Water Sampler	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day 125.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer Additional Transducers Recorder, Multi-Channel Portable Sequential Water Sampler or Flow meter/chart recorder	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day 125.00/day 65.00/day 60.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters. Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer Additional Transducers. Recorder, Multi-Channel Portable Sequential Water Sampler	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day 125.00/day 65.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer Additional Transducers Recorder, Multi-Channel Portable Sequential Water Sampler or Flow meter/chart recorder Portable Sequential Water Sampler with Flow meter/chart recorder	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day \$25.00/day 125.00/day 65.00/day 60.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer Additional Transducers Recorder, Multi-Channel Portable Sequential Water Sampler or Flow meter/chart recorder Portable Sequential Water Sampler with Flow meter/chart recorder 2" Redi-Flow Pump	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day 35.00/day 125.00/day 65.00/day 60.00/day 110.00/day 100.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters. Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer. Additional Transducers Recorder, Multi-Channel Portable Sequential Water Sampler or Flow meter/chart recorder Portable Sequential Water Sampler with Flow meter/chart recorder 2" Redi-Flow Pump. Overpack Drums. Laser Level	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day 35.00/day 65.00/day 65.00/day 60.00/day 110.00/day 180.00/each
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters. Bladder Pump 1.8" OD SS (with controller & compressor). Sediment Sampler. Electric Water Level Indicator Data Acquisition Station w/ Transducer. Additional Transducers. Recorder, Multi-Channel Portable Sequential Water Sampler or Flow meter/chart recorder Portable Sequential Water Sampler with Flow meter/chart recorder 2" Redi-Flow Pump. Overpack Drums Laser Level Monitoring Equipment	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day 35.00/day 65.00/day 65.00/day 110.00/day 100.00/day 180.00/each 100.00/day
VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included Development, Sampling and Test Equipment Bailer (SS) Bailer (disposable) Hand Pump (PVC) 4" Electric Pump Temperature, pH, conductivity meters. Bladder Pump 1.8" OD SS (with controller & compressor) Sediment Sampler Electric Water Level Indicator Data Acquisition Station w/ Transducer. Additional Transducers Recorder, Multi-Channel Portable Sequential Water Sampler or Flow meter/chart recorder Portable Sequential Water Sampler with Flow meter/chart recorder 2" Redi-Flow Pump. Overpack Drums. Laser Level	30.00/day 25.00/each 30.00/day 110.00/day 35.00/day 175.00/day 35.00/day 65.00/day 65.00/day 60.00/day 110.00/day 180.00/each

VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included) (Continued)

Photoionization Detector 150.00/day Ion Selective Meter 60.00/day Metal/Cable Detector 50.00/day Air Velocity Indicator (Anemometer) 45.00/day Air Sampling Pump, Personal 35.00/day Air Sample Pump, Detector Tube 25.00/day Sound Level Meter 60.00/day Noise Dosimeter 55.00/day Viable Microorganism Sampler/Pump 85.00/day Carbon Monoxide Monitor (Single Gas) 45.00/day Indoor Air Quality Monitor (TSI) 85.00/day Oxygen/Combustible Gas/H2S Monitor 60.00/day Carbon Dioxide Monitor (Single Gas) 50.00/day Dissolved Oxygen Meter 55.00/day Turbidity Meter 45.00/day Landfill Gas Monitor (CH4/CO2/O2, Infrared) 125.00/day Mercury Vapor Analyzer 150.00/day Rescue/Retrieval Tripod and Winch 100.00/day Manhole Ventilator 75.00/day Detector Tubes, Colorimetric Cost + 20%
Metal/Cable Detector50.00/dayAir Velocity Indicator (Anemometer)45.00/dayAir Sampling Pump, Personal35.00/dayAir Sample Pump, Detector Tube25.00/daySound Level Meter60.00/dayNoise Dosimeter55.00/dayViable Microorganism Sampler/Pump85.00/dayCarbon Monoxide Monitor (Single Gas)45.00/dayIndoor Air Quality Monitor (TSI)85.00/dayOxygen/Combustible Gas/H2S Monitor60.00/dayCarbon Dioxide Monitor (Single Gas)50.00/dayDissolved Oxygen Meter55.00/dayTurbidity Meter45.00/dayLandfill Gas Monitor (CH4/CO2/O2, Infrared)125.00/dayMercury Vapor Analyzer150.00/dayRescue/Retrieval Tripod and Winch100.00/dayManhole Ventilator75.00/day
Air Velocity Indicator (Anemometer)45.00/dayAir Sampling Pump, Personal35.00/dayAir Sample Pump, Detector Tube25.00/daySound Level Meter60.00/dayNoise Dosimeter55.00/dayViable Microorganism Sampler/Pump85.00/dayCarbon Monoxide Monitor (Single Gas)45.00/dayIndoor Air Quality Monitor (TSI)85.00/dayOxygen/Combustible Gas/H2S Monitor60.00/dayCarbon Dioxide Monitor (Single Gas)50.00/dayDissolved Oxygen Meter55.00/dayTurbidity Meter45.00/dayLandfill Gas Monitor (CH4/CO2/O2, Infrared)125.00/dayMercury Vapor Analyzer150.00/dayRescue/Retrieval Tripod and Winch100.00/dayManhole Ventilator75.00/day
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Turbidity Meter
Landfill Gas Monitor (CH4/CO2/O2, Infrared)125.00/dayMercury Vapor Analyzer150.00/dayRescue/Retrieval Tripod and Winch100.00/dayManhole Ventilator75.00/day
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Rescue/Retrieval Tripod and Winch 100.00/day Manhole Ventilator 75.00/day
Manhole Ventilator
Detector rubes, Colorinetric
Lead/Asbestos Equipment
XRF (Lead in Paint Analyzer)
High Volume Sample Pump 40.00/day
Missesses (Dhase Castroot)
Microscope (Phase Contrast)
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day with Generator 125.00/day
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day with Generator 125.00/day Station for Cleaning Fluid Collection
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day with Generator 125.00/day Station for Cleaning Fluid Collection 250 Gallon capacity 35.00/day
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day with Generator 125.00/day Station for Cleaning Fluid Collection 250 Gallon capacity 35.00/day Steam Cleaner 175.00/day
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day with Generator 125.00/day Station for Cleaning Fluid Collection 250 Gallon capacity 35.00/day Steam Cleaner 175.00/day Generator 65.00/day
Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day with Generator 125.00/day Station for Cleaning Fluid Collection 250 Gallon capacity 35.00/day Steam Cleaner 175.00/day
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Microscope (Phase Contrast) 30.00/day Cleaning Equipment High pressure, hot water portable washer; \$145.00/day with Generator 185.00/day High pressure, cold water portable washer; 85.00/day with Generator 125.00/day Station for Cleaning Fluid Collection 250 Gallon capacity 35.00/day Steam Cleaner 175.00/day Generator 65.00/day Cleaning Trailer (W/O fluid collection option) 260.00/day
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VIII. SOIL LABORATORY TESTING

<u>Identification</u>

Atterberg Limits Determination (LL, PL)	60.00/test 120.00/test
Combined Analysis (Hydrometer and Sieve)	
Density Determination (Shelby tube sample)	13.00/test
Density Determination (Irregular sample)	35.00/test
Hydrometer Analysis	75.00/test
Organic Content (by heating)	48.00/test

VIII. SOIL LABORATORY TESTING (Continued)

	Sieve Analysis (Unw Sieve Analysis (Was Specific Gravity Dete Visual Engineering (Moisture Content De Soil Suction (ASTM, Porosity Pin Hole Dispersion With Remold	rashed) shed over #200 sieve) ermination Classification etermination D-5298) ing of Sample			62.00/test 77.00/test 70.00/test 7.00/each 10.00/test 35.00/test 350.00/test 375.00/test	
	Consolidation					
	Consolidation Test on 2-1/2 inch diameter Specimen Regular increasing Load Increment to 16 tsf					
	Test with Pressure-Void Ratio Curve (C.O.E. Method)					
	Swell Test single pre Additional pressures	ssure			120.00/test 50.00/each	
	Shear Strength					
Undisturbed Soil Sample COE Method 40.00 With Stress-Strain Curve 55.00/e With Stress-Strain Curve COE Method 70.00/e Calibrated Hand Penetrometer or Torvane 5.00/e Direct Shear FAST (cohesionless) 160.00/p Direct Shear SLOW (cohesive) 250.00/p Standard Sample Preparation 65.00/sar Preparation on remolding for difficult samples 70.00/f					55.00/each 70.00/each 5.00/each 160.00/point 250.00/point 65.00/sample	
	Triaxial Compression	l Unconsolidated <u>Undrained Triaxial</u>	Consolidated <u>Undrained Triaxial</u>	Consoli <u>Drained</u>	dated I <u>Triaxial</u>	
	Total per Circle	\$ 185.00	\$ 440.00	quote o	n request	
Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request.						
	Canadidated Undrained Test includes para progure measure ments					

Consolidated Undrained Test includes pore pressure measurements.

Compaction and Density

VIII. SOIL LABORATORY TESTING (Continued)

R-Value (ASTM D-2844) Modified Proctor (ASTM D 1557) Modified Proctor (COE Method) Relative Density (ASTM D 4253 & D 4254 wet or dry method) Standard Proctor (ASTM D 698) Standard Proctor (COE Method) Standard Proctor with Fly Ash (2 hour Delay) Harvard Miniature Field CBR * Additional charge for Coarse Aggregate Correction	365.00/each 170.00/test* 180.00/test* 275.00/each 150.00/each* 160.00/each 200.00/each 170.00/each On Request 20.00/each		
Constant Head Permeability Test (ASTM D2434)			
Preparation of Remolded Samples	75.00/each		
<u>Chemical Tests</u>			
pH (by meter) Electrical Conductivity by Miller box Chloride Concentration Soluble Sulfate Cation Exchange Capacity of Soil			
IX. HEAVY WEIGHT DEFLECTOMETER - PAVEMENT EVALUATION			
Field Operations (does not include analysis or mobilization) HWD Unit & Operator (4 hour minimum)			
X. <u>ROOFING</u>			
Services of Senior Roofing Technician 70.00/hou Services of Roofing Technician 61.00/hou Roof Sample Analysis – Quantitative			
Asphalt, No Gravel Minimur Asphalt, Gravel Minimur Coal Tar, Gravel Minimur	n 275.00/each		
XI. STRUCTURAL STEEL AND METALS			
AWS Certified Welding Inspector 80.00/hour AWS Certified Associate Welding Inspector 70.00/hour Ultrasonic Examination of Welds 75.00/hour Ultrasonic Equipment and Consumables 100.00/day Magnetic Particle or Dye Penetrant Examination 75.00/hour Magnetic Particle or Dye Penetrant Materials Cost + 20% AWS or ASME Welder Qualifications Pipe 150.00/each			
Pipe			

XI. STRUCTURAL STEEL AND METALS (Continued)

AWS ASME Tensile, Yield and Elongation Test	400.00/each*			
* Excluding machining, sample preparation and base metal costs, if required.				
XII. AGGREGATES				
Sieve Analysis (ASTM C 136)	75.00/each			
Analysis of Material finer than #200 Sieve (ASTM C 117)	47.00/each			
Combined Coarse and Fine	90.00/each			
Organic Impurities - Colorimetric (ASTM C 40)	45.00/each			
Lightweight Particles or Chert Analysis (ASTM C 123): Fine	\$85.00/each			
Coarse	145.00/each			
Chert	145.00/each			
Clay Lumps (ASTM C 142)	60.00each			
Soundness (ASTM C 88) (5 cycles)	325.00/each			
Large Size Aggregate				
Abrasion (ASTM C 131)	200.00/each			
Large Size Aggregate Organic Impurities - Mortar Strength (ASTM C 87)	240.00/each 440.00/each			
Specific Gravity (ASTM C 127 or 128)	55.00/each			
Absorption Analysis (ASTM C 127 or 128)	55.00/each			
Unit Weight (ASTM C 29)	50.00/each			
Specific Gravity and Absorption combined (ASTM C 127 or 128)	70.00/each			
Percentage Particles Less Than 1.95 Specific Gravity (AASHTO T 150)	On Request			
Scratch Hardness Test	50.00/each			
Freeze Thaw (AASHTO T-103)	675.00/each			
Flat and Elongated Particles	120.00/each			
Crushed Particle Determination	80.00/each			
Bulk Impregnated Specific Gravity	325.00/each			
Solubility 75.00/ea				
XIII. ASPHALT				
Extraction (ASTM D 2172) (includes gradation)	155.00/each			
Extraction only	105.00/each			
Asphalt Cement by ignition (including gradation)	145.00/each			
Marshall Density Specimens (ASTM 2726) (already mixed)	40.00/each			
Set of 3 samples	100.00/set			
Set of 3 samples	45.00/each 120.00/set			
Core Density (field cut)	25.00/each			
Asphalt Design Mix Review (Marshall Method)				
Three Point Marshall Curve (including laboratory				
mixed asphalt with 9 stability, flow and density tests)				
Additional Point	185.00			
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples)	135.00/set			
Super Pave Molded Density Specimens (Set of 3 samples)	225.00/set			
Penetration and Specific Gravity (ASTM D 5)				

XIII. ASPHALT (Continued)

In-place Asphalt Density with nuclear testing unit (equipment only) Bitumen Softening Point Asphalt Coring - person Core Drilling Machine Generator Strength Retention Test Theoretical Maximum Specific Gravity (ASTM D 2041) Abson Recovery Viscosity of Bituminous Materials (Kinematic) Absolute FAA Moisture in Mix XIV. CONCRETE AND MASONRY	60.00/each 61.00/hour 75.00/day 65.00/day 520.00/test 100.00/test 100.00/test 100.00/test			
Concrete or Mortar Mix Verification	\$350.00/each			
Laboratory Concrete Trial Batch (with cylinders)				
Laboratory Concrete Trial Batch (with beams)				
Initial setting time (ASTM C 403) (already mixed)				
Compressive Strength of 6" x 12" Cylinder (ASTM C 39)				
Compressive Strength of 4" x 8" Cylinder (ASTM C39)				
Special capping for irregular surface				
6" x 12"/4" x 8"/ or 3" x 6" cylinder molds				
Trimming for capping (if required)				
Strip and cured test cylinders, not tested				
*This includes one copy of report sent to one location. Additional copies of each				
report 0.25/copy/mailing and additional locations sent are 2.00/mailing/location.				
Flexural Strength of Concrete Beam	55.00/each			
(Cleaning charges in addition where applicable)				
Splitting Tensile Test (6" Cylinders)	30.00/each			
Concrete coring - technician	61.00/hour			
Core drilling machine	75.00/day			
Generator				
Diamond bit wear per inch depth (1" steel = 12" concrete)	•			
3-5 inch diameter core	4.00/inch			
5-7 inch diameter core	5.00/inch			
Concrete sawing-technician	70.00/hour			
Saw				
Blades	Cost + 20%			
Concrete core, measurement and strength	50.00/core			
Trimming				
Compressive Strength and Dimensions of Masonry				
Block Units ASTM C 140 (minimum of 3)				
Depending on size and quantity35.0	00 to 75.00/each			
Net Area, Absorption, Specific Gravity and Moisture				
Content of Masonry Block (ASTM C 140)				
Lineal Drying Shrinkage of Masonry Block (ASTM C 426)				
Compressive Strength of Masonry Block Prism (Hollow)	130.00/each			
Compressive Strength of Masonry Block Prism (filled with grout) quote on reques				
Compressive Strength of 3x6 inch Grout Prism				
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder				
Laboratory Mortar, Trial Batch (does not include testing cubes)				

XIV. CONCRETE AND MASONRY (Continued)

Mortar Water Retention Test (ASTM C 270) Efflorescence Test Each additional concurrently tested material Chloride ion content of concrete (submitted sample prepared through #50 sieve)				
James Meter				
Less than 5 samples	55.00/each			
5 or more samples				
AASHTO Titration_				
Less than 5 samples				
5 or more samplesSample Preparation	55.00/each 51.00/hour			
·				
Rapid chloride permeability of concrete - 4 inch diameter sample, includes sawing to length but no special curing				
1st Sample	\$250.00/each			
Additional Samples	175.00/each			
Rapid cure by boiling procedure				
XV. PETROGRAPHIC SERVICES (ROCK, CONCRETE, AGGREGATE) (Available in Cincinnati, Ohio laboratory only)				
Concrete				
Visual Description, Fracture Logging	3.00/linear foot			
Air Content,(ASTM C-457)				
Air Void System Parameters Includes (ASTM C-457)	295.00/each			
Petrographic Examination (ASTM C-856)	675.00/each			
Aggregate				
Petrographic Examination (ASTM C-295)				
Coarse Aggregate	780.00/each			
Fine Aggregate	510.00/each			
Chert (Includes Refractive Index and Microcrystalline Quartz/Chalcedony Content)				
Riprap, Armorstone, Quarry Run, Etc.	200.00/each			
	400.00/each			
Petrographic Examination	400.00/each			
Personnel Services	10E 00/havra			
Petrographer	125.00/hour			
Materials Consultant	110.00/hour			
Laboratory Technician				
XVI. GEOSYNTHETIC LABORATORY TESTING (Available in Cincinnati, Ohio laboratory only)				
Geomembrane Tests				
Seam Peel and Shear (Destruct), (ASTM D4437)				
Bond Shear Strength of Seams, (ASTM D4437)	25.00/set			
Tensile Strength, (ASTM D 638)				
To holie Guiding (1, to 1 m B GGG)				

XVI. GEOSYNTHETIC LABORATORY TESTING (Available in Cincinnati, Ohio laboratory only) (Continued)

(Available in Chichinali, Officiabolatory Officy) (Continued)	
Geomembrane Tests	
Tearing Resistance, (ASTM D 1004)	55.00/set
Puncture Resistance, (ASTM D 4883)	55.00/set
Wide-Width Tensile Strength, (ASTM D 4885)	250.00/set
Nominal Thickness (textured), (ASTM D 5994)	30.00/set
Nominal Thickness (smooth), (ASTM D 5199)	1500/set
Melt Flow Index, (ASTM D 1238)	130.00/set
Carbon Black Content, (ASTM D 1603)	55.00/set
Carbon Black Dispersion, (ASTM D 5596)	55.00/set
Density/Specific Gravity, (ASTM D 1505)	30.00/set
Dimensional Stability, (ASTM D 1204)	85.00/set
Geotextile, Geonet, Geocomposite Tests	
Apparent Opening Size, (ASTM D 4751)	\$200.00/each
Nominal Thickness, (ASTM D 5199)	20.00/set
Compressibility, Proposed (ASTM D 5199)	150.00/set
Compression of Geocomposites, (ASTM D 1621)	150.00/each
Index Puncture Resistance, (ASTM D 4833)	45.00/set
Tensile Strength, Wide-Width Method, (ASTM D 4595)	340.00/set
Tensile Strength, Grab Method, (ASTM D 4632)	65.00/set
Trapezoidal Tearing Strength, (ASTM D 4533)	65.00/set
Diaphragm Burst (Mullen) (ASTM 3786)	45.00/set
Permittivity, (ASTM D 4491)	165.00/set
Mass Per Unit Area, (ASTM D 3776)	20.00/set
Temperature Stability, (ASTM D 4594)	
Ultraviolet Light Deterioration, (ASTM D 4355) 150, 300, 500 hrs. exposure 3.00/hr	•
CBR Puncture, GRI GSI	175.00/set
Node/Junction Strength, GRI GG2	140.00/set
Peel (Ply) Adhesion, (ASTM D 413) (Top and Bottom)	85.00/set
Percent Bonded, Visual, (Top and Bottom)	45.00/set
	40.007000
Geosynthetic Clay Liner Tests	
Moisture Content,(ASTM D 2216)	9.00/each
Permeability (Modified Method), GRI-GCL-2	375.00/each
Mass/Unit Area, (ASTM D 5261)	45.00/each
Free Swell, GRI-GCL-1	160.00/each
Swell Index, of clay mineral components of GCL, (ASTM D 5890)	190.00/each
Geosynthetic Performance Evaluation Tests	
Direct Shear Friction, (ASTM D 5321)	
One gradient, one compressive load, per direction	215.00/each
One gradient, one compressive load, with soil, per direction	300.00/each
Additional gradients, add per gradient	30.00/each
Additional compressive loads, add per load	30.00/each

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 29 day of January, 2013, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and MECO Engineering Company, Inc (herein "Consultant").

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

- 1. **Agreement duration** This contract shall be in effect beginning January 1, 2013 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2013. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.
- 2. Services - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:
 - 2.1 Scope of Services Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

- 2.2 **Time for Completion** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.
- 2.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.
- 2.4 Signatures Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.
- 3. Compensation In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

- 4. **Owner Responsibilities** Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.
- 5. Coordination of Work and Work Product Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.
- 6. **Insurance** Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

- 7. **Delegation and Subcontracting** Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.
- 8. Records and Samples To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.
- 9. Additional Services No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.
- Owner Authorization When the term Owner is used in this agreement, it shall 10. mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

- 11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.
- 12. **Governing Law** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 13. Certification of Lawful Presence / Work Authorization Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.
- 14. **Miscellaneous** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

MECO ENGINEERING COMPANY, INC	BOONE COUNTY, MISSOURI		
By Kenneth L. Woods , P. E	By Mullelle		
2	Presiding Commissioner		
Title President			
1 1			
Dated: 12/19/12	Dated: $1-29-13$		
1 1			
APPROVED AS TO FORM:	ATTEST:		
A Inlacen	Wendy S. Noven County Clerk my		
County Attorney	County Clerk Mey		
APPROVED:	U		
_ SmSlamme			
Director, Boone County Resource Management			

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

County of Mar. on)
County of Mar. or))ss State of Missour.')
My name is Kenneth Woods. I am an authorized agent of MELO Glag, now.
(Consultant). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States.
Affiant Date
Kenneth L. Wards, P. E. Printed Name
Subscribed and sworn to before me this 19 th day of Docember, 20 12. Notary Public
KIMBERLY SUE LAIRD NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MARION COUNTY MY COMMISSION EXPIRES DEC. 11, 2013 COMMISSION #09804366

MECO ENGINEERING COMPANY, INC.

ENGINEERS + SURVEYORS



3120 Highway W - Hannibal, Missouri 63401 Ph. (573) 221-4048 - Fax (573) 221-4377

CHARGE OUT RATES (Effective thru 12-31-2013)

Rates shown below are provided as a courtesy to our clients who may, from time to time, require our services on an hourly rate or time-and-materials basis.

PROFESSIONAL SERVICES	CHARGE OUT RATES
Senior Principal Engineer Principal Engineer Engineer Manager Senior Engineer II Senior Engineer I Engineer Staff Engineer	\$155.00 per hour \$134.00 per hour \$129.00 per hour \$124.00 per hour \$118.00 per hour \$108.00 per hour \$ 90.00 per hour
TECHNICAL SERVICES	HOURLY RATES
Technical Manager Administrative Manager Administrative Assistant Marketing Coordinator Senior Designer Designer II Designer I Technician III Technician II Technician I Inspector II Inspector I Field Man Clerical Land Surveyor I Land Surveyor I Land Surveyor 2 Man Survey Team 3 Man Survey Team	\$108.00 per hour \$ 70.00 per hour \$ 67.00 per hour \$ 62.00 per hour \$ 95.00 per hour \$ 90.00 per hour \$ 82.00 per hour \$ 78.00 per hour \$ 67.00 per hour \$ 78.00 per hour \$ 72.00 per hour \$ 48.00 per hour \$ 47.00 per hour \$ 118.00 per hour \$ 17.00 per hour \$ 198.00 per hour
REIMBURSABLE EXPENSES	
Mileage (Subject to Change) GPS Survey Equipment Per Diem Ultrasonic Testing (2 hour minimum) Laths & Hubs Rebar Post Blackline 2'x3' Paper Blackline 2'x3' Vellum Blackline 2'x3' Mylar Copies, Telephone, Postage, Miscellaneous	\$.65 per mile \$ 23.00 per hour \$110.00 per day \$ 86.00 per hour \$.93 each \$ 1.70 each \$ 6.00 each \$ 9.50 each \$ 21.00 each At Cost

Charges are payable within 10 days of Invoice for services performed. Charges not paid within 30 days of Invoice shall be subject to a service charge of 1-1/2% per month on the unpaid balance, which is an annual interest rate of 19.58%.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this <u>29th</u> day of <u>January</u> 2013, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon Associates, Inc (herein "Consultant").

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

- 1. Agreement duration This contract shall be in effect beginning January 1, 2013 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2013. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.
- 2. Services - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:
 - 2.1 Scope of Services Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

- 2.2 **Time for Completion** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.
- 2.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.
- 2.4 Signatures Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.
- 3. Compensation In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

- 4. **Owner Responsibilities** Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.
- 5. Coordination of Work and Work Product Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.
- 6. Insurance Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

- 7. **Delegation and Subcontracting -** Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.
- 8. Records and Samples To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.
- 9. Additional Services No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.
- 10. Owner Authorization - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

- **Termination** The Owner may and reserves the right to terminate this agreement 11. at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.
- 12. **Governing Law** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 13. Certification of Lawful Presence / Work Authorization Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.
- 14. **Miscellaneous** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

SIMON ASSOCIATES, INC	BOONE COUNTY, MISSOURI
By Gun	By Some Thousand
4	Presiding Commissioner
Title McDlew	
Dated: 2/27/2	Dated:
APPROVED AS TO FORM:	ATTEST:
County Attorney	Wendy S. Noven County Clerk May
APPROVED:	
Director, Boone County Resource Management	

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

County of Mrw)
State of Mytorwy)
My name is I am an authorized agent of Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States. Affiant 12 12 12 12 12 12 12
Notary Public JOANIE CAROL MAINS Notary Public - Notary Seal STATE OF MISSOURI Boone County My Commission Expires: Nov. 15, 2014

Kelle Westcott - Schedule of hourly rates for Simon Associates Inc.

From: "helen

"helen kelly" <kelly@simonassoc.net>

Γo:

<Kwestcott@boonecountymo.org>

Date:

1/8/2013 9:56 AM

Subject: Schedule of hourly rates for Simon Associates Inc.

4s. Westcott,

The following is Simon Associates Inc. schedule of hourly rates:

Architect/Engineer\$120.00Architect/Engineer Intern\$85.00Oraftsperson\$65.00Clerical\$45.00

f there is anything else you need please let me know.

hank You, lelen Kelly

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 29th day of 2013, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Crawford, Bunte, Brammeier (herein "Consultant").

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

- 1. Agreement duration This contract shall be in effect beginning January 1, 2013 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2013. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.
- 2. Services - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:
 - 2.1 Scope of Services Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

- 2.2 **Time for Completion** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.
- 2.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.
- 2.4 **Signatures** Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.
- 3. Compensation In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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- 5. Coordination of Work and Work Product Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.
- 6. Insurance Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

- 7. **Delegation and Subcontracting** Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.
- 8. Records and Samples To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.
- 9. Additional Services No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.
- 10. Owner Authorization - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

- Termination The Owner may and reserves the right to terminate this agreement 11. at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice. Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.
- 12. **Governing Law** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 13. Certification of Lawful Presence / Work Authorization Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.
- 14. **Miscellaneous** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

CRAWFORD, BUNTE, BRAMMEIER	BOONE COUNTY, MISSOURI
By James Ul	By Saul all
V	Presiding Commissioner
Title President	
Dated: 1(7(13	Dated: 1-29-/3
ADDROVIED AGENCEDIA	4 TOTAL
APPROVED AS TO FORM:	ATTEST:
County Attorney	Wender S. Noven County Clerk my
County validates	County Clerk
APPROVED:	
So Slamme	
Director, Boone County Resource Management	

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

County of 4, Lusia

State of <u>Kissuri</u>)
My name is <u>Tamie Wilson</u> . I am an authorized agent of
Crawfel Book, Brawnier (Consultant). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States. Curr United States Affiant Date Tamie Wilson Printed Name
Subscribed and sworn to before me this Many of <u>January</u> , 20 <u>13</u> . Notary Public

DIANE M. MIROMONTI
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires 6/18/2013
Commission # 09477607

2013 FEE SCHEDULE*

For Contracted Services

Classification		Hourly Rates
Sr. Principal		\$205.00
Principal		\$135.00
Senior Engineer	Level V	\$155.00
Senior Engineer	Level IV	\$150.00
Senior Engineer	Level III	\$145.00
Senior Engineer	Level II	\$140.00
Senior Engineer	Level I	\$135.00
Project Engineer	Level V	\$125.00
Project Engineer	Level IV	\$120.00
Project Engineer	Level III	\$115.00
Project Engineer	Level II	\$110.00
Project Engineer	Level I	\$105.00
Staff Engineer	Level IV	\$95.00
Staff Engineer	Level III	\$90.00
Staff Engineer	Level II	\$85.00
Staff Engineer	Level I	\$80.00
Jr. Engineer		\$75.00
Sr. Eng. Tech	Level II	\$95.00
Sr. Eng. Tech	Level I	\$85.00
Designer		\$80.00
CADD Tech	Level II	\$70.00
CADD Tech	Level I	\$60.00
Construction Inspector		\$70.00
Field Tech	Level II	\$60.00
Field Tech	Level I	\$50.00
Financial Admin.		\$80.00
Financial		\$65.00
Marketing Coordinator		\$50.00
Office Admin.		\$45.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Xerox Copies	\$ 0.12/Copy
Plan Sheets (Standard)	\$ 1.25/Sheet
Plan Sheets (Color or Enlarged)	Varies
Long Distance Phone	Actual Cost
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

* Note: Effective January 1, 2013 Rates subject to change January 1 of each calendar year.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 29 day of and user, 2013, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and URS (herein "Consultant").

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

- 1. **Agreement duration** This contract shall be in effect beginning January 1, 2013 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2013. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.
- 2. Services - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:
 - 2.1 Scope of Services Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional

services.

- 2.2 **Time for Completion** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.
- Compensation Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.
- 2.4 Signatures Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.
- 3. Compensation In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within

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

- 4. **Owner Responsibilities** Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.
- 5. Coordination of Work and Work Product Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.
- 6. Insurance Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

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

- 7. **Delegation and Subcontracting** Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.
- 8. Records and Samples To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.
- 9. Additional Services No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.
- 10. Owner Authorization - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

- 11. Termination - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be Sec. 21. applicable.
- 12. **Governing Law** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 13. Certification of Lawful Presence / Work Authorization Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.
- 14. **Miscellaneous** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

URS	BOONE COUNTY, MISSOURI
By MM Willenbert	By Mew Milled
•	Presiding Commissioner
Title VICIE PRESIDENT	
Dated: 1/16/2013	Dated: 1-29-13
APPROVED AS TO FORM:	ATTEST:
County Attorney	Wendy S. Noven County Clerk my
APPROVED:	U
Sulama	
Director, Boone County Resource Management	

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo FOR ALL AGREEMENTS IN EXCESS OF \$5.000.00

(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)
CITY of St LOVIS) State of MISSOURI)
State of Missouri)
My name is MELMILLENGEUCKI am an authorized agent of US
Consultant). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States.
My Millaha 1/16/2013 Affiant Date ME MILLEMBRUCK
Printed Name
Subscribed and sworn to before me this <u>lle</u> day of <u>JANUARY</u> , 20 <u>13</u> . Subscribed and sworn to before me this <u>lle</u> day of <u>JANUARY</u> , 20 <u>13</u> . Notary Public
TORETTA F. MATTHEWS My Commission Expires November 29, 2016 St. Louis City Commission #12465053

Boone County

Schedule of URS Corporation Hourly Labor Billing Rates

Senior Project Manager	\$184
Engineer 2	\$146
Engineer 1	\$116
Planner	\$105
Junior Engineer/Technician	\$ 96
Clerical	\$ 62

Rates are good through December 31, 2013

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this <u>29</u> day of <u>January</u> 2013, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Poepping, Stone, Bach & Associates, Inc (herein "Consultant").

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

- 1. Agreement duration This contract shall be in effect beginning January 1, 2013 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2013. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.
- 2. Services - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:
 - 2.1 Scope of Services Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

- 2.2 **Time for Completion** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.
- Compensation Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.
- 2.4 **Signatures** Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.
- 3. Compensation In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

- 4. **Owner Responsibilities** Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.
- 5. Coordination of Work and Work Product Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.
- 6. Insurance Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

- 7. **Delegation and Subcontracting** Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.
- 8. Records and Samples To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.
- 9. Additional Services No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.
- Owner Authorization When the term Owner is used in this agreement, it shall 10. mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

- 11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.
- 12. **Governing Law** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 13. Certification of Lawful Presence / Work Authorization Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.
- 14. **Miscellaneous** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

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

POEPPING, STONE, BACH & ASSOCIATES	S, INC BOONE COUNTY, MISSOURI
By Charles S. Bach, Jr.	By Claud Commissioner Presiding Commissioner
Title Executive Vice-President	
Dated: 1-3-2013	Dated: 1-29-13
APPROVED AS TO FORM:	ATTEST:
Alloen	Wendy S. Noven County Clerk my
County Attorney APPROVED:	County Clerk may
Director Boone County Resource Management	

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

County of Adams)		
State of <u>Illinois</u>)ss		
		•
My name is <u>Charles Bach</u> .	I am an authorized agent of	f <u>Poepping,</u> Stone, Bach
& Assoc., Inc. (Consultant). This busin	ness is enrolled and particip	ates in a federal work
authorization program for all employees worki	ng in connection with servi	ces provided to the
County. This business does not knowingly em	ploy any person that is an u	mauthorized alien in
connection with the services being provided. D	Ocumentation of participati	ion in a federal work
authorization program is attached hereto.		
Furthermore, all subcontractors working	g on this contract shall affir	matively state in
writing in their contracts that they are not in view	olation of Section 285.530.	1, shall not thereafter
be in violation and submit a sworn affidavit un	der penalty of perjury that a	all employees are
lawfully present in the United States.		
	101,01	
<u>_</u>	Karle New!	1-3-2013
A	ffiant	Date
	Charles S. Bach, Jr.	
	inted Name	
Subscribed and sworn to before me this 3rd day	y of <u>January</u> , 20 <u>13</u> .	
	The A Stort	ton.
	Notary Public	<u>w. c</u>

OFFICIAL SEAL
JUDY A STRATTON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/14/13



POEPPING, STONE, BACH & ASSOCIATES, INC.

☐ 3523 MAIN STREET

801 BROADWAY

☐ U.S. FEDERAL BUILDING

P.O. BOX 817

P.O. BOX 190

SUITE 224

ARCHITECTS • ENGINEERS • GIS • PLANNERS • SURVEYORS

BOONE COUNTY PROFESSIONAL FEE SCHEDULE

PROFESSIONAL FEE SCHEDULE					
CLASSIFICA	ATION .	RATE PER HOUR			
14.	ADMINISTRATIVE	\$56.00			
13E/13A.	ENGINEERING/ARCHITECTURAL AID	\$50.00			
12E/12A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$60.00			
11E/11A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$70.00			
10E/10A.	SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$90.00			
9.	SUPERVISING TECHNICIAN	\$100.00			
8.	LAND SURVEYOR	\$120.00			
7E/7A.	ENGINEER/ARCHITECT/GIS SPECIALIST I	\$85.00			
6E/6A.	ENGINEER/ARCHITECT/GIS SPECIALIST II	\$110.00			
5E/5A.	ENGINEER/ARCHITECT/GIS SPECIALIST III	\$120.00			
4E/4A.	ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$130.00			
3E/3A.	PROJECT ENGINEER/PROJECT ARCHITECT	\$140.00			
2.	PROJECT MANAGER	\$150.00			
1.	PRINCIPAL OF FIRM	\$160.00			
	OUT-OF-POCKET EXPENSES				
PHONE CALLS	, MEALS AND LODGING	COST			
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES		COST + 15%			
MILEAGE		CURRENT IRS RATE			
	FIELD PARTY EXTRAS				
STAKES, IRON PINS, CONCRETE MONUMENTS, ETC		COST + 15%			
	SPECIAL ITEMS				
COMPUTER TI	ME/HOUR	\$15.00			
COURT TESTIMONY BY LICENSED PROFESSIONALS		\$2000 PER DAY			
SPECIAL CONSULTANTS		COST + 15%			
COMPUTERIZED RENDERING AND ANIMATION		\$150/HOUR			
THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2013					
☐ 100 SO	UTH 54TH STREET P.O. BOX 709 • QUINCY, IL 62306 • PHONE 217/2	223-4605 • FAX 217/223-1546			

PHONE 319/524-8730

PHONE 573/406-0541

FAX 319/524-7720

FAX 573/406-0390

KEOKUK, IA 52632

HANNIBAL, MO 63401

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

29th

day of January

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Legislation Consultant Service Agreement between Boone County and Burnett and Associates per attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Legislation Consultant Services Agreement.

Done this 29th day of January, 2013.

ATTEST:

Wendy S

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen/M. Miller

District I Commissioner

Janet Thompson

District II Commissioner

To: County Clerk's Office

Comm Order # <u>56 - 26/</u>3

1/10/13 1/17/13 DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI Please do not remove stable.

Return to Auditor's Office

9343

Burnett & Associates

VENDOR NO.

VENDOR NAME

Ship to Department # 1121

Bill to Department #1121

Department	Account	Item Description	Qty	Unit Price	Amount
1121	71101	January 2013 Lobby Services			\$2,166.25
1121	71101	February 2013 Lobby Services			\$2,166.25
1121	71101	March 2013 Lobby Services			\$2,166.25
1121	71101	April 2013 Lobby Services			\$2,166.25
1121	71101	May 2013 Lobby Services			\$2,166.25
1121	71101	June 2013 Lobby Services			\$2,166.25
1121	71101	July 2013 Lobby Services			\$2,166.25
1121	71101	August 2013 Lobby Services			\$2,166.25
1121	71101	September 2013 Lobby Services			\$2,166.25
1121	71101	October 2013 Lobby Services			\$2,166.25
1121	71101	November 2013 Lobby Services			\$2,166.25
1121	71101	December 2013 Lobby Services			\$2,166.25
			GRAND TO	TAL:	25,995.00

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

Auditor Approval

LEGISLATION CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, dated the day of annuar 2013, between Boone County, Missouri, by and through its County Commission, herein "County," and Douglas W. Burnett, d/b/a Burnett and Associates, herein "Consultant."

IN CONSIDERATION OF the parties' performance of the mutual obligations set forth in this agreement, the parties agree to the following:

- 1. Scope of Services Consultant agrees to provide consulting services to County by researching and monitoring legislation and representing the County before the Missouri State General Assembly, including the following specific services:
 - Review pre-filed bills applicable to county government and, in particular, counties
 of the first class.
 - Upon request, provides the County Commission and other county officers copies of proposed legislation applicable to county governments or as would otherwise relate to or affect the operation of county government.
 - Prepare amendments to legislation introduced before the General Assembly as directed by various county officials.
 - Individually contact state legislators to explain County positions on legislation or legislative proposals.
 - Testify at legislative hearings on behalf of Boone County as directed by the County Commission or other County officers.
 - Provide legislative updates to County officials.
 - Coordinate lobbying efforts with other organizations involved with issues common to Boone County as directed by the Boone County Commission or other county officials.
 - Meet with various departments and agencies of state government at the County's request.
 - Attend meetings as directed by the County Commission or other county officials.

Services under this agreement may not be subcontracted, but may be performed by the Consultant's employees if approved by the County Commission.

2. Compensation – In exchange for the Consultant services as specified above, the County agrees to pay the Consultant a total sum of Twenty Five Thousand Nine Hundred Ninety Five Dollars (\$25,995.00) for calendar year 2013, payable upon

invoice in monthly installments, on or before the last day of the month of invoice. Services shall commence on the 1st day of January, 2013. In addition, the Consultant may be reimbursed for such expenses the Consultant incurs if pre-approved by order of the Boone County Commission. In this regard, it is explicitly understood and agreed that the County shall not be responsible for payment of any Consultant expenses unless said expenses are identified and authorized prior to being incurred by order of a majority vote of the Boone County Commission. Alternatively, such expenses may be pre-approved by the Presiding County Commissioner if he has been authorized to approve such expenses by order of a majority vote of the Boone County Commission, and only when such approval is within the scope of such authorization.

3. Duration and Termination – This agreement shall be effective for calendar year 2013. This agreement may be terminated by either party upon thirty (30) days advance written notice for any reason or upon five (5) days written notice for cause. Cause shall be defined as a material breach by either party of any term or condition of this agreement and/or a violation by the Consultant or Consultant's employees of any law, rule, regulation or ordinance regulating the conduct or activities of lobbyists. In the event of termination, the Consultant shall provide only such services as are necessary to wind up the Consultant's activities on behalf of the County from the date termination notice is given, to the date of termination, unless other services or activities are expressly authorized by the Boone County Commission in writing. In the event of termination the Consultant's compensation shall be prorated through the date of termination.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

BURNETT AND ASSOCIATES

Douglas W. Burnett

BOONE COUNTY, MISSOURI

by its County Commission

Daniel K. Atwill V

Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

APPROVED AS TO FORM

C.J. Dykhouse, Boone County Counselor

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) incurred by this contract.

Signature Date Appropriation Account