

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 15th day of February 20 18

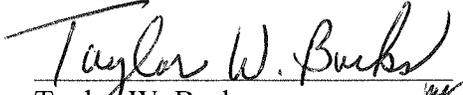
the following, among other proceedings, were had, viz:

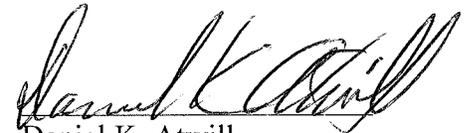
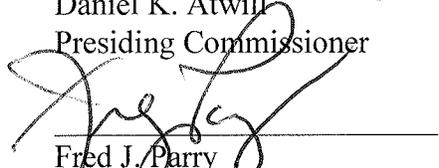
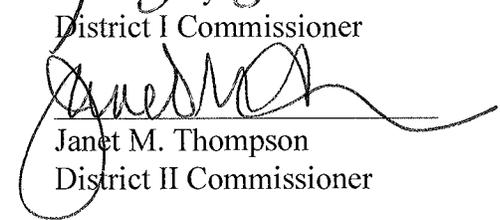
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C215080010 to purchase one (1) photocopier with maintenance from Image Technologies of Columbia, MO and dispose of one (1) existing Canon iRC3030 copier, asset tag 16587.

The terms of the Cooperative Contract 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 15th day of February, 2018

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

82-2018

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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, CPPO, CPPB
DATE: January 31, 2018
RE: Cooperative Contract: C215080010 – Photocopier and Maintenance for
Prosecuting Attorney – IV-D – Child Support Enforcement

The Boone County Prosecuting Attorney IV-D Child Support Enforcement Department requests permission to utilize the State of Missouri cooperative contract C215080010 (pricing based on NASPO Value Point contract 3091) with Image Technologies of Columbia, Missouri to purchase one photocopier with maintenance.

Konica Minolta bizhub 454e Copier / Printer / Scanner

Cost: \$4,973.69

Maintenance: 37,500 black & white prints annually for \$300 with overage @ \$0.008/page

Copier will be paid from department 1263 – IV-D, account 92300 – Replacement Office Equipment. \$5,059 was budgeted. Maintenance will be paid from department 1263 – IV-D, account 60050 – Equipment Service Contract.

Purchasing is seeking permission to dispose of their existing Canon iRC3030 copier: Fixed Asset Tag: 16587. Image Technologies will haul off and recycle at the time they install the new copier. The hard drive will be removed and left with our Information Technology department.

cc: Contract File
Stacey Van Hoosen, IV-D

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 1/16/2018

Fixed Asset Tag Number: 16587

JAN 16 2018

Description of Asset: Canon iR3030 Digital Color Copier,

BOONE COUNTY AUDITOR

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

Other Information (Serial number, etc.): serial #MUF08874/C10032390

Condition of Asset: Excellent

Reason for Disposition: No longer covered under Maintenance Contract nor contract offered for this machine.

Location of Asset and Desired Date for Removal to Storage: Prosecuting Attorney- Child Support Enforcement Office, removal after receipt of new copier.

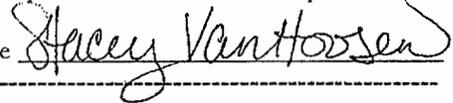
Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1263, Stacey Van Hoosen

Signature



To be Completed by: AUDITOR

Original Acquisition Date 7-31-08

G/L Account for Proceeds 1190-3835 Ha

Original Acquisition Amount \$ 7,657.70

Original Funding Source 2731

Account Group 1601

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number B2-2018

Date Approved 2-15-18

SIGNATURE: 

**PURCHASE AGREEMENT FOR
PHOTOCOPIERS AND MAINTENANCE
for Prosecuting Attorney – IV-D Child Support Enforcement**

THIS AGREEMENT dated the 15th day of February 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sumner Group, Inc. d/b/a Image Technologies of Missouri** 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 contract for **Photocopier and Maintenance** in compliance with State of Missouri contract **C215080010** (which is based upon NASPO Value Point contract 3091), Image Technologies quote dated January 18, 2018, County Missouri 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 and with State of Missouri contract C215080010 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:

Prosecuting Attorney – IV-D Child Support Enforcement – Attn: Stacey Van Hoosen, 605 E. Walnut Street, Suite B, Columbia, MO 65201. Phone: (573) 886-4124. E-mail: SVanHoosen@boonecountymo.org.

Quantity: One (1) each

Copier: Konica Minolta bizhub 454e (45 ppm) Copier / Printer canner

New Photocopier includes the following:	\$3,947.49
• 45 pages per minute	
• ESP Diagnostic Power Filter 120V/20A: XGPCS15DKM	\$192.50
• PC-210 2-way Paper Feed Cabinet	\$833.70
TOTAL:	\$4,973.69

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

Maintenance: shall be provided for the copier as follows:

- **37,500 black & white prints annually for \$300.00 with overage at \$0.008/page**
- Includes parts, labor, travel time, toner, staples and drum. Excludes paper.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1 following the first year. The initial year will be pro-rated following date of installation. Maintenance agreement is customized to meet County needs and volume

can be changed any time. **Maintenance rates are firm for seven (7) years ending on December 31, 2024.**

Delivery and Installation: Contractor agrees to deliver, setup, connect and provide training of copiers within 10 days after receipt of Purchase Order.

Trade-in Copier: Contractor shall remove the following trade-in copier with a \$0.00 value the same day the new copiers are installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

Canon iRC3030, fixed asset tag 16587, serial # C10032390 / MUF08874

Contractor's on-site maintenance for copier 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 five (5) fiscal years following the year equipment is installed and accepted by the County.

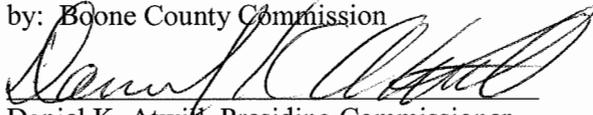
3. **Billing and Payment** - Billing shall be invoiced to the Boone County PA – IV-D Child Support Enforcement Department. Address provided above. Billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in 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
 - 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.

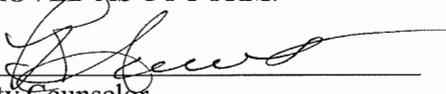
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

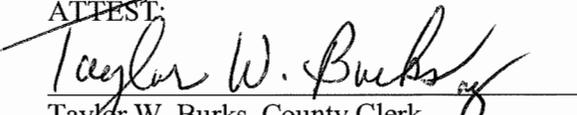
**SUMNER GROUP, INC.
D/B/A IMAGE TECHNOLOGIES OF MISSOURI**

BOONE COUNTY, MISSOURI

by 
title Division Manager

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

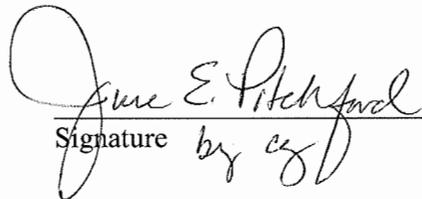
ATTEST:

Taylor W. Burks, County Clerk

AUDITOR CERTIFICATION

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

PA - IV-D: 1263 / 92000 / \$4,973.69

Maintenance: 1263 / 60050 / \$300/37,500 copies + overage at \$0.008/page


Signature by cyd

2/1/18
Date

Appropriation Accounts

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days

prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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.

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

Certificate Holder address:

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

1263-IV-D
1-18-18

A61E011	bizhub 454e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Electrical Requirements: 120V 16A (60 Hz)	\$12,616.88	69%	\$3,947.49
XGPCS15DKM	ESP Diagnostic Power Filter 120V/15A	\$275.00	30%	\$192.50
A2XMWY2	PC-210 2-way Paper Feed Cabinet	\$1,191.00	30%	\$833.70
TOTAL				\$4973.69

Service Maintenance

300 annually for 37,500 copies
overseas .008 / copy

Melinda Bobbitt

From: Robert Odneal <ROdneal@imagetechmo.com>
Sent: Thursday, January 18, 2018 11:24 AM
To: Melinda Bobbitt
Subject: Re: Copier

That is correct.

Robert Odneal
573-338-2288
Sent from my iPhone

On Jan 18, 2018, at 11:17 AM, Melinda Bobbitt <MBobbitt@boonecountymo.org> wrote:

And maintenance is \$300 annually for 37,500 copies with overage at \$0.008/copy?

Thanks
Melinda

From: Robert Odneal [<mailto:ROdneal@imagetechmo.com>]
Sent: Thursday, January 18, 2018 10:27 AM
To: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Subject: RE: Copier

Hello Melinda
Attached is the quote. I was able to save monies by eliminating the copy desk, not needed. Thanks

From: Melinda Bobbitt [<mailto:MBobbitt@boonecountymo.org>]
Sent: Wednesday, January 17, 2018 11:20 AM
To: Robert Odneal
Subject: RE: Copier

These will not print off that in the body of the email. That's why I need the PDF.

Thanks
Melinda

From: Robert Odneal [<mailto:ROdneal@imagetechmo.com>]
Sent: Wednesday, January 17, 2018 10:39 AM
To: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Subject: FW: Copier

It looks as if Barbara decided against the stapler.???

From: Barbara Morris [<mailto:BMorris@boonecountymo.org>]
Sent: Monday, June 19, 2017 3:42 PM
To: Robert Odneal
Subject: RE: Copier

Let's forget the stapler....ha



**State of Missouri
Contract # 3091 & C215080010**



Title: Multifunction Copiers, Printers and Related Software
Contract Number: 3091 & C215080010
Contract Period: October 2, 2015 - December 31, 2019
Visit our website @ <http://kmbs.konicaminolta.us/naspo3091>

- Purchase & 24 / 36 / 48 / 60-Month FMV/Capital Lease
- Supplies & Maintenance
- Related Software

Published: July 2016



GROUP A - SEGMENT 4

Item Number	Item Description	KMBS List Price	Discount	Purchase Price
ASYN017	bihub 6544e includes PS, PCI & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Electrical Requirements: 120V, 60Hz	\$32,550.00	69%	\$10,249.77
XGFC520DKM	ESP Diagnostic Power Filter 120V/20A	\$307.00	30%	\$214.90
TOTAL CONFIGURATION		\$33,757.00	69%	\$10,464.67
A092WW1	OT-503 Output Tray	\$112.00	30%	\$78.40
A07WY4	LU-204 Large Capacity Unit	\$3,339.00	30%	\$2,337.30
A03NW2	LU-301 Large Capacity Unit	\$1,780.80	30%	\$1,246.70
AZY1WY1	FS-535 100-Sheet Stapling Finisher	\$3,020.00	30%	\$2,114.00
A2V2WY1	50-512 Saddle stitcher (FS-535)	\$1,670.00	30%	\$1,169.00
A2RW11	PK-521 2/3 Hole Punch Unit (FS-535)	\$883.00	30%	\$604.10
A10CWY1	JS-602 Job Separator Tray (3rd Output Tray)	\$500.32	30%	\$350.00
A109W12	ZU-606 2-Folding Unit (FS-535)	\$5,509.88	30%	\$3,857.00
A10AWY1	PI-505 Post Insertor for FS-526	\$1,113.00	30%	\$779.10
A3EPWY2 / A87JWY1	Finisher FS-534 + RU-513	\$1,855.00	30%	\$1,298.50
A3EPWY2 / A87JWY1	Finisher FS-534 with 50-511 + RU-513	\$3,305.00	30%	\$2,313.50
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534)	\$586.00	30%	\$410.20
A4MF012	FK-511 Fax Kit	\$1,070.00	30%	\$749.00
4614506	SP-501 Fax Stamp Unit	\$47.70	30%	\$33.60
4614511	Spare TX Marker Stamp 2	\$26.50	29%	\$18.90
A4NPWY1	MK-728 Mount Kit (3rd&4th Fax Line Mount Kit)	\$120.00	30%	\$84.00
A22M011	FK-508 Fax Board	\$1,068.48	30%	\$747.60
A0PD016	UK-102 v3 I-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$1,100.00	30%	\$770.00
A0PD11H	UK-101 v3 I-Option License Kit (Web Browser)	\$53.00	30%	\$37.10
A0PD017	UK-104 v3 I-Option License Kit (Voice Guidance)	\$785.00	30%	\$549.50
A0PD118	UK-105 v3 I-Option Searchable PDF	\$668.00	30%	\$467.60
A0PD019	UK-106 I-Option License Kit (Bar Code Font)	\$821.00	30%	\$574.70
A0PD01F	UK-107 I-Option License Kit (Unicode Font)	\$690.00	30%	\$483.00
A0PD11G	UK-108 I-Option OCR Font	\$191.00	30%	\$133.70
A0PD11J	UK-110 I-Option License Kit (OOXML File Conversion, Enhanced Image Data)	\$1,500.00	30%	\$1,050.00
A0PD01K	UK-111 I-Option License Kit (ThinPrint Client Support)	\$250.00	30%	\$175.00
A4MHWY1	UK-204 I-Option - Memory Upgrade Kit	\$290.00	30%	\$203.00
A0XWY1	AU-102 Biometric Authentication Unit	\$946.58	30%	\$662.90
A4NMWY1	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$60.00	30%	\$42.00
A0YCWY3	EK-605 USB Host Board (Local Interface Kit) with Bluetooth Printing Support	\$278.78	30%	\$195.30
A0YCWY4	EK-604 USB Host Board (Local Interface Kit)	\$200.34	30%	\$140.00
7640006869	External Keyboard	\$222.60	30%	\$155.10
7640013468	AU-204H Mag Stripe Card Reader	\$422.94	30%	\$296.10
RS427000136466	AU-205H IC Card Reader	\$399.00	30%	\$279.30
A4NRWY1	KH-102 Keyboard Holder	\$122.00	30%	\$86.10
A64TWY1	KP-101 - 10-Key Pad	\$126.00	30%	\$88.20
4623474	Key Counter Mount Kit 1 for Heccon Conventional Counter	\$86.00	30%	\$60.20
ADW4WY2	WT-506 Working Table	\$112.00	30%	\$78.40
7640005261	HID Proximity Cards - 10 pack	\$69.00	30%	\$48.30
A4MMWY1	SC-508 Security Kit (Copy Guard/Password Protect)	\$1,225.00	30%	\$857.50
7640013463	CS-1 Convenience Stapler	\$317.00	30%	\$222.10
A161192000	Stylus Pen for INFD-Palette Series	\$30.00	30%	\$21.00
Professional Services				
7640018460	Networking Fee	\$1.00	0%	\$1.00
7640019485	Professional Services Project Fee	\$1.00	0%	\$1.00

NOTES:

- 1) 50-512 AZY2WY1 Provides booklet output for FS-535 Staple Finisher (20 sheets/80 pages)
- 2) OT-503 A092WW1 OT-503 Output Tray is required if a finisher is not installed.
- 3) FS-534 - 50 Sheet Staple Finisher required to support additional PK-520 Punch Kit; supports banner printing.
- 4) FS-534 + 50-512 provides 50-sheet stapling and booklet output (20 sheets/80 pages). 50-511 not sold separately.
- 5) FS-535 - 100 Sheet Staple Finisher required to support additional PK-521 Punch Kit, 50-512 Saddle Stitches, JS-602 Job Separator Tray, PI-505 Post Insertor and ZU-606 2-Fold Unit.
- 6) PK-521 - Provides 2/3-Hole Punch for FS-535.
- 7) JS-602 - Adds third tray to FS-535 Finisher.
- 8) To add fax capability order A4MF011 FK-511 Fax Kit. For dual fax line capability add two FK-511 Fax Kits.
- 9) To add third fax line, order A22M011 FK-508 Fax Kit and A4NPWY1 MK-728. To add fourth fax line order a second FK-508. Only one FK-728 Fax Mount Kit is required to support Fax Line 3 and Fax Line 4.
- 10) PK-520 A3ETW11 PK-520 Punch Kit is an option for FS-534 Staple Finisher.
- 11) A0YCWY4 EK-604 Local USB Interface Kit is required to connect optional external keyboard or optional UK-104 v3 I-Option License Kit (Voice Guidance).
- 12) 4614506 SP-501 Stamp Unit is installed on standard Dual Scan Document Feeder.
- 13) KH-102 Keyboard Holder holds optional external keyboard.
- 14) UK-101 v3 A0PD016 UK-102 v3 I-Option License Kit requires the UK-204 I-Option Upgrade Kit. Only one UK-204 Upgrade Kit is required per device.
- 15) UK-204 - Required for UK-101 v3, UK-102 v3, UK-104 v3, UK-105 v3, UK-106, UK-107, UK-108 and PageScope My Panel. Contents include 2 GB memory upgrade. Only one UK-204 required per machine.
- 16) UK-103 v3 I-Option License Kit A0PD018 enables Web Browser functions from the MFP Control Panel. Requires UK-204.
- 17) UK-104 v3 I-Option License Kit A0PD017 provides Voice Guidance. Requires UK-204, EK-604 or EK-605 to access via a Register Key. To access Voice Guidance functions from the hard 10-key pad, the optional KP-101 10-Key pad is also required.
- 18) MK-735 Mount Kit internally mounts the AU-201H HID Proximity Card or AU-202H IC Card Authentication Unit.
- 19) WT-506 Working Table is recommended to hold AU-201H; if WT-506 is not installed, AU-201H must be mounted to device or mounted internally with the optional MK-735 Mount Kit.
- 20) UK-105 v3 I-Option License Kit - Enables Searchable PDF Functionality. Requires UK-204.
- 21) WT-506 ADW4WY2 WT-506 Working Table is required for A0XWY1 AU-102 Biometric Authentication Unit, 7640008394 AU-203H HID IC Card Authentication Unit and 7640005064 AU-201H HID Proximity Card Authentication Unit. AU-201H or AU-202H can be mounted internally using optional MK-735 Mount Kit.
- 22) SC-508 When the SC-508 is added to the 754 or 654, two SC-508 Copy Guard Kits are required to apply the copy guard/password protection to each side of the original since both sides are scanned in one pass.
- 23) CS-1 Convenience Stapler is a standalone device electronic stapler that can staple up to 50 sheets at a time. The refill staples for the CS-1 Convenience Stapler are the SK-602, which are the same refill staples found on the following Konica Minolta Finishers & Options: FS-504, FS-514, FS-517, FS-519, FS-520, FS-524, FS-527, FS-529, FS-534, 50-509, 50-511 and 50-512. The product finish is black to match the "toasted" look of the MFP products.



Click on picture for online specifications

Service and Supplies Pricing - GROUP A	
Pricing Item	Segment 4
Make	KMBS
Model	bihub 654e
Zero Base Service Pricing	\$0.0060
Optional Included: Impression Pricing	
Option #1 Included Base Number	16,000
Impressions	
Option #1 Monthly Base Charge	\$89.60
Option #1 Overage Rate	\$0.0056
Option #2 Included Base Number	
Impressions	22,000
Option #2 Monthly Base Charge	\$118.80
Option #2 Overage Rate	\$0.0054
Option #3 Included Base Number	
Impressions	28,000
Option #3 Monthly Base Charge	\$145.60
Option #3 Overage Rate	\$0.0052
11" x 17" are 1 click on all models. Staples are included.	
Additional Labor Components	
7640019229 - Additional End User Training Cost by hours	\$75.00
7640019230 - Additional Advanced / IT Training Cost by hours	\$175.00
7640019231 - Additional IT Support by hours	\$175.00
Hard Drive Services performed by KMBS technician by hours (labor) - for HD replacement pricing please contact your Konica Minolta representative	\$135.00
bihub SECURE - flat fee	\$250.00
Digital Solutions Center by month	\$10.00
Percentage Increase In Service and Supplies Rate by Service Zone	
Percentage Increase for Rural Zone	10%
Percentage Increase for Remote Zone	4000%
Moving Charges by Zone	
Zone 1 - 100 yards or less or within same building	N/C
Zone 2 - Flat Fee (up to 50 miles)	\$450.00
Zone 3 - Above 50 miles (in addition to the charge permitted in Zone 2)	\$2 per mile



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING**

NOTIFICATION OF STATEWIDE CONTRACT

September 28, 2017

CONTRACT TITLE: NASPO VaulePoint Copiers, Printers, and Related Devices

CURRENT CONTRACT PERIOD: October 2, 2015 through December 31, 2019

BUYER INFORMATION: PAUL LINHARDT
573-751-4578 Phone
573-526-9816 Fax
paul.linhardt@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	October 2, 2015 through December 31, 2019	December 31, 2019

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 THE PURCHASE AND LEASE OF COPIER-BASED
MULTIFUNCTION EQUIPMENT 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.

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

CANON USA INFORMATION			
CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080001	1325617720 A	Canon USA Inc. 1 Canon Park Melville, NY 11747 Contact Person: Bob Ackerson Telephone: 631-330-2613 Email: BAckerson@CUSA.Canon.com	YES
C215080002	2230568220 0	Canon Financial Services 14904 Collections Center Drive Chicago, IL 60693 Contact Person: Government Account Team Telephone: 800-220-9510 Facsimile: 856-505-5399 Email: governmentaccounts@cfs.canon.com	YES

C215080003	4315804990 0	Americom Imaging Systems Inc. 100 Green Park Ind. Court Saint Louis, MO 63123 Contact Person: Tony Frierdicoh Telephone: 314-894-1154 Facsimile: 314-894-2098 Email: TonyF@AmericomIS.com	YES
C215080001	1325617720 A	Canon Solutions America 6 City Place Drive Creve Couer, MO 63141 Contact Person: Tim Mercer Telephone: 800-814-4000 Facsimile: Email: TMercer@CSA.Canon.com	YES
C215080005	4313327700 D	Sumner Group Inc. – Datamax Office Systems 2121 Hampton Ave Saint Louis, MO 63139 Contact Information: Irene Werdehausen – Image Technologies 6701 Stephens Station Rd Columbia, MO 65202 Telephone: 573-499-5335 Email: IWerdehausen@ImageTechMO.com	YES
C215080006	7312474500 0	Lakeland Office Systems, Inc. 2926 W 12 th Joplin, MO 64801 Contact Person: David Tyson Telephone: 504-837-4993 Facsimile: Email: DTyson@LakeLandOffice.com	YES
C215080007	4109917210 0	Marco Technologies, LLC 211 Metro Dr. Jefferson City, MO 65109 Contact Person: Chuck Burt Telephone: 515-473-7117 Facsimile: 573-893-7145 Email: chuck.burt@marconet.com	YES
C215080008	4402957400 0	Inland Printing Company 637 W College Street Springfield, MO 65806 Contact Person: Eddie Lee Telephone: 417-896-6484 Facsimile: 417-869-6164 Email: ELee@InlandPrinting.net	YES

C215080009	4309562920 0	Mineral Area Office Supply 331 West Main Street Park Hills, MO 63601 Contact Person: Ken Yow Telephone: 573-431-4777 Facsimile: 573- Email: JohnYow@MAOS.com	YES
C215080013	4313327700 E	Sumner Group – Datamax of Kansas City 8030 Flint Street Lenexa, KS 66214 Contact Person: Chris Guance Telephone: 913-752-2200 Facsimile: 913-599-0913 Email: CGuance@DatamaxKC.com	YES
C215080034	9001170050 0	All Copy Products, LLC 9120 Nieman Road Overland Park, KS 66214 Contact Person: Troy Baranek Telephone: 913-712-0304 Facsimile: Email: TBaranek@AllCopyProducts.com	YES
C215080001	1325617720 A	Canon Solutions America 7300 W 110 th Street, Ste 100 Overland Park, KS 66210 Contact Person: Tim Mercer Telephone: 913-323-5060 Facsimile: Email: TMercer@CSA.Canon.com	YES
C215080039	4812100380 0	Midwest Office Technology, Inc. 11316 W 80 th Street Lenexa, KS 66214 Contact Person: Mike Hobbs Telephone: 913-894-9600 Facsimile: Email: Mike.Hobbs@MOTSolutions.com	YES
C215080041	4317289440 1	COBI, Inc. 1558 State Highway H Sikeston, MO 63801 Contact Person: Richard Looney Telephone: 573-472-2422 Facsimile: 573-472-1293 Email: Richard@Sheffersofbm.com	YES
C215080042	4530289120 0	ImageNet Consulting, LLC 913 N Broadway Ave	YES

		Oklahoma City, OK 73102 Contact Person: David North Telephone: 405-826-7170 Facsimile: Email: dnorth@imagenetconsulting.com	
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KONICA MINOLTA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080010	1319210890 0	Konica Minolta Business Solutions USA, Inc. 1595 Springhill Road, Suite 410 Vienna, VA 22182 MID-MISSOURI SUPPORT CONTACT: Contact Person: Aaron Ott Telephone: 314-960-2884 Email: AOTT@KMBS.KonicaMinolta.us	YES
C215080011	4807768410 0	Copy Products, Inc. 2103 West Vista Street Springfield, MO 65807 Contact Person: Eric Crane Telephone: 417-889-5665 Facsimile: 417-889-7712 Email: ECrane@CopyProductsinc.net	YES
C215080012	4318864600 0	Document and Network Technologies, Inc. 2275 Cassens Court, #112 Fenton, MO 63026 Contact Person: David Wilson Telephone: 314-773-6000 Facsimile: 314-771-6334 Email: DWilson@DNTStL.com	YES
C215080013	4313327700 E	Sumner Group – Datamax of Kansas City 8030 Flint Street Lenexa, KS 66214 Contact Person: Chris Guance Telephone: 913-752-2200 Facsimile: 913-599-0913 Email: CGuance@DatamaxKC.com	YES

C215080007	4109917210 0	<p>Marco Technologies, LLC 211 Metro Dr. Jefferson City, MO 65109</p> <p>Contact Person: Chuck Burt Telephone: 515-473-7117 Facsimile: 573-893-7145 Email: chuck.burt@marconet.com</p>	YES
C215080014	6217625830 1	<p>Novacopy, Inc. d.b.a Shelton Business Machines, Inc. 23409 County Road 112 Maiden, MO 63863</p> <p>Contact Person: Darren Metz Telephone: 573-276-4803 Facsimile: 573-276-3194 Email: DMetz@NovaCopy.net</p>	YES
C215080016	5272541040 0	<p>Pearson-Kelly Office Products, LLC 2013 W. Woodland Street Springfield, MO 65807</p> <p>Contact Person: Mike Kelly Telephone: 417-877-0003 Facsimile: 417-877-8678 Email: Mike@PearsonKelly.com</p>	YES
C215080017	4313327700 2	<p>Copying Concepts 2121 Hampton Ave Saint Louis, MO 63139</p> <p>Contact Person: Kevin Laury Telephone: 314-633-2000 Facsimile: 314-633-2004 Email: KLaury@CopyCon.com</p>	YES
C215080034	9001170050 0	<p>All Copy Products, LLC 9120 Nieman Road Overland Park, KS 66214</p> <p>Contact Person: Troy Baranek Telephone: 913-712-0304 Facsimile: Email: TBaranek@AllCopyProducts.com</p>	YES

RICOH USA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080018	2303344000 4	<p>Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355</p> <p>Contact Person: Travis Massman</p>	YES

	Telephone: 573-353-2559 Facsimile: 573-446-4777 Email: Travis.Massman@Ricoh-USA.com	
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SHARP ELECTRONICS INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080019	1319688720 0	<p>Sharp Electronics Corporation 1 Sharp Plaza, Suite 1 Mahwah, NJ 07495</p> <p>Contact Person: Matt Euston Telephone: 816-588-1962 Facsimile: 480-890-8167 Email: EustonM@SharpSEC.com</p>	YES
C215080044	4318505670 2	<p>GFI Digital 12163 Prichard Farms, Rd. Maryland Heights, MO 63043</p> <p>Contact Information: Corey Backues 3236 W Edgewood Rd, Ste. A Jefferson City, MO 65109 Office Telephone: 573-659-8914 Facsimile: 573-659-7824 Email: cbackues@gfidigital.com</p>	YES

TOSHIBA AMERICA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080020		<p>Toshiba America Business Solutions, Inc. 9740 Irvine Boulevard Irvine, CA 92618</p> <p>Contact Person: Paul Cox Telephone: 314-409-2641 Email: Paul.Cox@tabs.Toshiba.com</p>	YES
C215080026		<p>Toshiba Business Solutions 2732 NE Independence Ave Lee Summit, MO 64064</p> <p>Contact Person: Mike Pursel Telephone: 816-842-4931 Facsimile: 816-842-0660 Email: michael.pursel@tbs.toshiba.com</p>	YES
C215080011	4807768410 0	<p>Copy Products, Inc. 2103 West Vista Street</p>	YES

		Springfield, MO 65807 Contact Person: Erik Crane Telephone: 417-889-5665 Facsimile: 417-889-7712 Email: ECrane@CopyProductsinc.net	
C215080022	4307379420 0	Da-Com Corporation 5317 Knights of Columbus Drive Saint Louis, MO 63119 Contact Person: Scott Shanafelt Telephone: 314-442-2800 Facsimile: 314-442-2878 Email: SShanafelt@Da-ComCorp.com	YES
CONTRACT COMING SOON		Document and Network Tech Inc. 2275 Cassens Court, Suite 112 Fenton, MO 63026 Contact Person: Chris Albert Telephone: 314-773-6000 Facsimile: 314-771-6344 Email: CALbert@DNTStL.com	YES
C215080025	4317289440 1	COBI, Inc. d.b.a Scheffer's Office Furniture and Business Machines 1558 State Highway H Sikeston, MO 63801 Contact Person: Richard Looney Telephone: 573-472-2422 Facsimile: 573-472-1293 Email: Richard@Scheffersofbm.com	YES
C215080024	4316729660 1	Pro-Tech Company, Inc. 2411 East Illinois Kirksville, MO 63501 Contact Person: Steve Tharp Telephone: 660-665-3171 Facsimile: 660-665-3521 Email: Steve@ProTechCo.com	YES
C215080007	4109917210 0	Marco Technologies, LLC 211 Metro Dr. Jefferson City, MO 65109 Contact Person: Steve Gau Telephone: 651-634-6107 Facsimile: N/A Email: steveg@marconet.com	YES

XEROX CORPORATION INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C215080033	1604680200 T	<p>Xerox Corporation 100 Clinton Avenue Rochester, NY 14644</p> <p>Contact Person: Todd Vodnansky Office Telephone: 314-542-8419 Cellular: 314-705-6106 Facsimile: 314-542-8456 Email: Todd.Vodnansky@Xerox.com</p>	YES

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
6/19/17 – 12/31/19	9/28/17	<ul style="list-style-type: none"> • Contact Email Address for C215080041 corrected
6/19/17 – 12/31/19	9/19/17	<ul style="list-style-type: none"> • COBI, Inc. contract # added • Da-Com Saint Louis contract added
6/19/17 – 12/31/19	7/24/17	<ul style="list-style-type: none"> • GFI Digital move under Sharp as an authorized dealer • Image Technologies (Mid-MO) contact information added • Manufacturer website URLs updated
6/19/17 – 12/31/19	6/19/17	Contract established with GFI Digital C215080044
10/02/09 – 12/31/19	04/24/17	<ul style="list-style-type: none"> • Canon Solutions America – Creve Coeur and Overland Park updated. <p><u>NOTE:</u> For these locations – Use same contract # as Canon parent company as these are just branch offices rather than independent authorized dealers.</p> <ul style="list-style-type: none"> • Marco contact information updated.
10/02/09 – 12/31/19	01/31/17	Toshiba authorized dealer added- Pro-Tech Co., Copy Concepts information added
10/02/09 – 12/31/19	01/12/17	Toshiba manufacturer contract added; Time and Materials maintenance noted in paragraph 8.5
10/02/09 – 12/31/19	10/24/16	Konica Minolta contact changed for mid-Missouri support
10/02/09 – 12/31/19	09/29/16	Konica Minolta contact changed for mid-Missouri support
10/02/09 – 12/31/19	08/30/16	1.6 updated; 2.1 updated; 6.2 Manufacturer websites updated
10/02/09 – 12/31/19	08/02/16	Marco address updated
10/02/09 – 12/31/19	06/2/16	Section 4.2 removed - regarding payment in arrears only. State agencies must make payment pursuant to rules, regulations, and statute.
10/02/09 – 12/31/19	04/28/16	C215080007 was assigned from Data Comm to Marco Technologies
10/02/09 – 12/31/19	04/13/16	Canon Authorized Dealer contract added (Mineral Area Office Supply)
10/02/09 – 12/31/19	04/13/16	Canon Authorized Dealer contract added (Americom)
10/02/09 – 12/31/19	04/05/16	Canon and Konica Authorized Dealer contract added
10/02/09 – 12/31/19	03/04/16	Canon Authorized Dealer contract added
10/02/09 – 12/31/19	02/18/16	Contact for Canon USA changed; Canon website added; Ricoh website link updated
10/02/09 – 12/31/19	12/28/15	Authorized dealer contracts established for Canon.
10/02/09 – 12/31/19	12/18/15	Authorized dealer contracts established for Konica Minolta and Canon.
10/02/09 – 12/31/19	12/16/15	Authorized dealer contracts established for Konica Minolta and Canon.
10/02/09 – 12/31/19	12/8/15	Contract established with Canon. Authorized dealer contracts established for Konica Minolta and Canon.
10/02/09 – 12/31/19	10/07/15	Contracts established with Konica Minolta, Ricoh, Sharp, and Xerox. Contracts with Canon, Toshiba, and contracts for authorized dealers coming soon.

GENERAL INFORMATION AND REQUIREMENTS

1. BACKGROUND:

- 1.1 These cooperative contracts provide for the outright purchase and lease and maintenance of copier-based multifunctional equipment and accessories through December 31, 2019. Copier-based multifunctional equipment acquired via lease will be renewed based upon the applicable term selected by the ordering agency pursuant to the NASPO ValuePoint contract and Participating Addendum with each manufacturer.
- 1.2 Contract pricing is based on a discount off of the Manufacturer Suggested Retail Price (MSRP). Additional information is available at the NASPO ValuePoint copier contract website:
<http://naspovaluepoint.org/#/contract-dctails/56/overview/general>
- 1.3 This NASPO ValuePoint contract includes five groupings of devices as well as software bundles that enable and enhance the multifunction capabilities of the devices. The groupings are:

Group A – Convenience Copiers (B&W and Color/B&W)
Group B – Production Copiers (B&W and Color/B&W)
Group C – Wide Format Devices (B&W and Color/B&W)
Group D – Printers (B&W and Color/B&W)
Group E – Digital Duplicators
Group F – Scanners

- 1.4 The following tables show what manufacturers have been awarded contracts to sell which groups:

Awards by Category					
<u>Group A</u> Convenience Copiers	<u>Group B</u> Production Copiers	<u>Group C</u> Wide Format	<u>Group D</u> Printers	<u>Group E</u> Digital Duplicators	<u>Group F</u> Scanners
Canon USA Konica Minolta Ricoh USA Sharp Toshiba Xerox	Canon USA Konica Minolta Ricoh USA Sharp Xerox	Canon USA Ricoh USA	Canon USA Hewlett Packard Konica Minolta Ricoh USA Xerox	Ricoh USA	Canon USA

Awards by Vendor						
Canon USA	Hewlett Packard	Konica Minolta	Ricoh	Sharp	Toshiba	Xerox
Group A Group B Group C Group D Group F	Group D	Group A Group B Group D	Group A Group B Group C Group D Group E	Group A Group B	Group A	Group A Group B Group D

- 1.5 STATE AGENCIES GOVERNED BY CHAPTER 34 RSMO ARE SPECIFICALLY PROHIBITED FROM ACQUIRE PRINTERS (GROUP D) THROUGH THIS AGREEMENT UNLESS SPECIFICALLY AUTHORIZED BY THE DIRECTOR OF THE DIVISION OF PURCHASING.
- 1.6 Copiers acquired under previous state of Missouri contracts should be maintained under either one of these NASPO ValuePoint contracts or through the Specialty Underwriters' contract, C213007001.
- 1.7 Segment: The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

Group A – Convenience Copiers Includes B&W and Color/B&W		
Segment	Speed in Impressions Per Minute (IPM)	State Printing Approval Required
A2	20 – 30	NO
A3	31 - 40	NO
A4	41 - 69	YES – If over 60 IPM
A5	70 - 90	YES

Group B – Production Copiers Includes B&W and Color/B&W		
Segment	Speed in Impressions Per Minute (IPM)	State Printing Approval Required
B6	91 - 119	YES
B7	120 - 139	YES
B8	140 - 159	YES
B9	160+	YES

Group C – Wide Format Devices Includes B&W and Color/B&W			
Segment	Speed in Square Feet Monthly (SFM)	D Size a Minute	State Printing Approval Required
C1	100 – 119	4+	YES
C2	120 – 139	9+	YES
C3	140 – 159	20+	YES

Group D – Printers Includes B&W and Color/B&W	
Segment	Color Speed in Impressions Per Minute (IPM)
D1	Up to 20
D2	21 - 40
D3	41 – 60

Group F – Scanners	
Segment	Speed in Images Per Minute (IPM)
F0	30 - 49
F1	50 - 59
F2	60 - 69
F3	70 - 79
F4	80 - 89
F5	90+

2. STATE AGENCY USAGE REQUIREMENTS:

State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

- 2.1 Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract. **The manufacturer websites below (6.2) contain device and pricing information agencies may find useful. It is advisable to directly contact a contractor directly (via email or phone) in order to ensure the best possible pricing quotation. Please note that contract pricing is based on a discount off of MSRP, but contractor may further reduce their prices if they choose to do so.**
- 2.2 Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed equal to or greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from Rodney Vessell (Rodney.Vessell@oa.mo.gov) of OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
- 2.3 Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.
- 2.4 Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.
- 2.5 Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
- 2.6 Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.

3. ORDERING:

- 3.1 Contractors must quote leasing and rental rates for Fair Market Value Leases, Operational Leases, Non-Cancelable Rentals, and Cancelable Rentals. State agencies must NOT enter into capital leases.
- 3.2 Agencies may use either PGQ or SC for placing orders from this contract. The following information needs to be included on purchase orders submitted for maintenance so the contractor can bill and collect meter readings correctly.

State of MO Contract number

NASPO ValuePoint Contract number (#3091)

Contractor Vendor Number

Copier make

Copier model

Manufacturer Equipment ID Number or the Manufacturer Ser No

Time Period the PO covers (For example: July 1, 2013 thru June 30, 2014)

Quantity

Monthly payment and monthly copy allowance

Bill to Address

Ship to address.....Copier address location, i.e., Dept and/or Div, Street Address, Room No., City, State, Zip

Key Operator name for meter readings

Key Operator fax number

Key Operator phone number

- 3.3 This information will allow the contractor to set the copier up properly in the system to bill the correct amount to the correct address, inform the service tech of the location of the machine when service is needed, and give the contractor ample information to collect the monthly meter reading.
- 3.4 Owned Equipment Trade-In: Contractors may allow for state agencies to trade-in owned copier equipment as part of a new copier agreement under this contract, according to state regulations and laws. The value for the trade-in

will be negotiated by the contractor and state agency at the time of the transaction and may not include any disposal or shipping fees.

- a. Moves, equipment pickups and equipment trade-ins must be accomplished within 30 days of the request.
- b. State agencies must obtain OA Surplus Property's approval before trading in a copier.

3.5 New orders for equipment must be installed by the contractor within 30 calendar days of order placement. Excess installation time may be afforded by the state agency. Software related to the equipment must be installed within five working days of the equipment installation unless the state agency extends this time.

3.6 When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)

4. PAYMENT:

4.1 The contractors will invoice the state agency directly with that state agency paying the vendor or their authorized dealers directly.

5. INSTALLATION:

5.1 Pricing must include all in-house delivery of equipment and software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs and removal cost (of the equipment placed under any subsequent agreement).

5.2 Network installation shall include: configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five computers per unit ordered.

5.3 Contractors may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the state agency prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the contractor.

6. CONTRACT INFORMATION:

6.1 Pricing for this NASPO ValuePoint contract is expressed as a discount from Manufacturer's Suggested Retail Price (MSRP). Discounts from list may be increased during the term of the contract by the contractors. At no time during the contract period may the discount be reduced.

6.2 Dedicated Contract Website: Contractors must maintain a contract website for the State of Missouri. Below is a link to the dedicated contract websites for each manufacturer:

Canon USA	http://naspo.usa.canon.com/missouri/index.html
Konica Minolta	http://kmbs.konicaminolta.us/kmbs/microsites/naspo3091/detail/missouri
Ricoh USA	http://www2.ricoh-usa.com/rmap/wsca/stateofmo.aspx
Sharp Electronics	http://www.sharpgov.com/naspo/Home/tabid/2505/Default.aspx
Toshiba America	Coming Soon

Xerox	https://www.portal.xerox.com/is-bin/INTERSHOP.enfinity/WFS/Xerox-WSCA-Site/en_US/-/USD/SSO-Start?CustomerLocale=en_US&LoginForm_OrganizationCode=MO_NASPO&LoginEmail=naspo.missouri%40xerox.com&LoginForm_Login=naspo.missouri%40xerox.com&RequestName=GuestLogin&Vanity=
Hewlett Packard	http://h30102.www3.hp.com/gemstore/sites/NASPOvaluepoint/index.asp?jumpid=va_r3962_NASPOvaluepointmainsite/b2bvanity

- 6.3 **Survivability:** Placements made using the authority provided by this contract will survive the contract itself. Those state agencies purchasing, renting or leasing the equipment will continue to receive ongoing service from the contractor at the agreed upon contract rate through the term of their placement contract agreement. The contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.
- a. Those state agencies purchasing equipment will receive ongoing service from the contractor at the agreed upon contract rate until the expiration of the service contract. Upon the contract termination, state agencies and contractors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the State agency will reserve the right to terminate these placements with 30 days written notice and without termination penalties.
- 6.4 **Termination for Non-appropriation:** The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, state legislature and/or federal sources. The state agency may terminate any financial obligation, and contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the state agencies funding from local, state and/or federal sources is not appropriated, withdrawn or limited.
- 6.5 **End of Term Notification:** Contractors must notify a State agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.
- 6.6 **Warranty:** Equipment must carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the state agency. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the buyer of record.
- 6.7 **Lemon Clause:** This clause applies to all devices purchased or leased through this contract. The application period is 36 months from the date of installation. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, agencies must maintain an uninterrupted maintenance agreement with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. Any device that fails (except due to operator error) to operate in accordance with the manufacturer's published performance specifications four times in any four week period and/or is subject to recurring related problems shall be replaced with a new copier that meets the requirements of the same lot as the original copier, at no cost to the user. The Participating State Contract Administrator will review user requests for the application of this clause and will make a determination regarding its use. If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, Contractor must provide Customer with the device's "Useful Life". Failure to comply with the requirements of this clause may be grounds for default and contract cancellation by the Lead State Contract Administrator.
- 6.8 **End of Term Notification:** The contractor must notify a state agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.

7. **LEASES:**

- 7.1 Fair Market Value Lease: The customer may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
- 7.2 Operational Lease: Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.
- 7.3 Non-Cancelable Rental: The customer may not purchase the device at the end of the initial, or any subsequent renewal term. All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the device only. Such rentals shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
- 7.4 All leases may be bought out to return to the contractors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four month service and supply base or 25% of the remaining term, whichever is less. No termination charges shall be applicable in the case of non-appropriations of funds.
- 7.5 The contractors, under this RFP and subsequent contract, may assign the leases produced under this contract; but the obligations, terms and conditions may not be altered and shall remain with the contractor.
- 7.6 State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.

8. **MAINTENANCE:**

- 8.1 Contractors must perform full service support for all proposed copiers during normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. not including state holidays) within the pricing proposed.
- 8.2 Contractors must maintain the following service response times according to the following service zones and segments, unless otherwise allowed by the buyer of record:

Urban Response Time	Rural Response Time	Remote Response Time
4 Hours	1 Working Day	4 Working Days

- a. Service Zone: The following table provides the definitions for three separate service zones based on the distance from the contractor’s closest Service Base Location.

Service Zone	Definition
Urban	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.
Rural	Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.
Remote	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.

- 8.3 Equipment Inspection/Testing/Acceptance: A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

The process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance of the WSCANASPO Master Agreement Terms and Conditions, prior to Acceptance by the Purchasing Entity.

- 8.4 No contract term for service, supplies, lease payments or rental payments may begin prior to successful delivery, installation and acceptance of the ordered equipment by the State agency. As such, no valid invoice may be issued by the Successful Vendor prior to the acceptance by the State agency.
- 8.5 **Should an agency desire time and materials maintenance, the agency should contact a manufacturer/dealer for details and rates.**

9. CANCELLATION:

- 9.1 All Cancelable rentals may be canceled upon 30 days written notice to the contractors at any point during the lease or rental term. The contractors may assess a penalty of no more than four monthly lease/rental payments that are not to include service or supply base commitments for the cancelation of a cancelable rental. Such cancelation will be subject to review and approval by the buyer of record.

10. INVOICING REQUIREMENTS:

- 10.1 All invoices must bear the state's contract number, and reference the model number, serial number, copy usage, unit and extended price, billing period, and agency name and location.
- 10.2 The state agencies shall commit in advance to the monthly minimums specified on the Pricing Pages, thus creating a minimum monthly payment amount. If the state agency's usage exceeds their monthly minimum copy allowance, the contractor shall bill the state agency for their monthly minimum copy allowance price including the cost per copy pricing for each copy which exceeds their monthly minimum copy allowance.
- 10.3 There shall be no more than one billing per calendar month and bills for more or less than 30 days shall have the monthly copy allowance prorated. Any given calendar day shall only be billed 1 time. Contractors may use longer billing cycles, such as 60 or 90 days, but the monthly copy allowance and actual usage must be prorated accordingly.
- 10.4 The contractor shall provide each agency with meter cards for each copier as necessary. Agencies shall complete the cards and mail per instructions provided by the contractor.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY J.W. Terrill, a Marsh & McLennan Agency LLC Co.		NAMED INSURED Sumner Group, Inc. (See Schedule of Named Insureds Below) 6717 Waldemar Ave. Saint Louis MO 63139	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

A waiver of subrogation is granted for General Liability and Worker's Compensation coverages in favor of Boone County Purchasing, where permitted by law and if required by written contract.

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

County of St. Louis)
State of MO)ss
)

My name is Kelly Mixon. I am an authorized agent of SummerOne, Inc.

_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

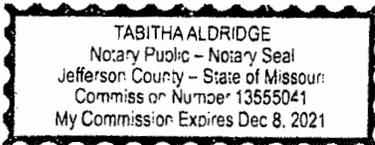
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Kelly Mixon 1/23/18
Affiant Date

Kelly Mixon
Printed Name

Subscribed and sworn to before me this 23 day of January, 2018.

Tabitha Aldridge
Notary Public



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 15th day of February 20 18

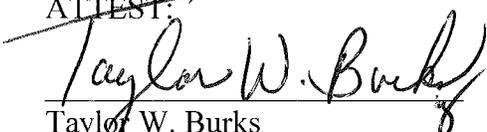
the following, among other proceedings, were had, viz:

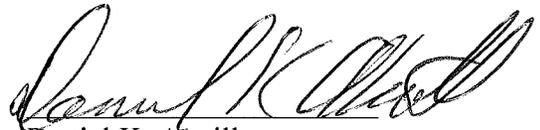
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the MoDOT Cooperative Contract 3-160622TV to purchase one (1) John Deere 672G Motor Grader from Martin Equipment of Illinois, Inc. and dispose of one (1) 2013 John Deere 672G Motor Grader, asset tag 18384.

The terms of the Cooperative Contract 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 15th day of February, 2018

ATTEST:

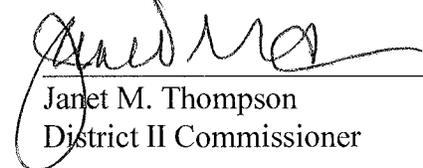

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: February 7, 2018

Fixed Asset Tag Number: 18384

FEB - 7 2018

Description of Asset: 2013 John Deere 672G Motorgrader

BOONE COUNTY AUDITOR

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

Other Information (Serial number, etc.): SN: 1DW672GXCDE651869; Hours: 6783

Condition of Asset: Good

Reason for Disposition: Planned replacement for 2018, unit at end of life-cycle (hours).

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

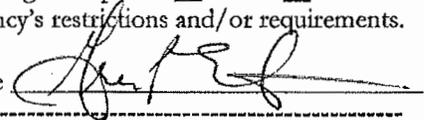
Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 3-28-13

G/L Account for Proceeds 2040-3835 #9

Original Acquisition Amount \$215,500.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

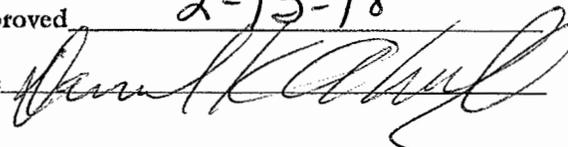
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 83-2018

Date Approved 2-15-18

Signature 

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: February 6, 2018
RE: Cooperative Contract: MODOT Contract #3-160622TV – Motor Graders

Public Works requests permission to utilize the MODOT cooperative contract 3-160622TV Motor Graders to purchase one (1) John Deere 672G Motor Grader from Martin Equipment of Illinois, Inc.

Cost of the purchase is \$267,660.50 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2018 budgeted amount was \$274,000.00. Budgeted trade value is \$85,000.00, yielding a net cost of \$189,000.00.

The contract price is \$267,660.50 less the trade price of \$85,500.00 and 5YR/2500 PT/Hyd Warranty at \$2,873.00, yielding a net cost of \$179,287.50

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

2013 John Deere 672G Motor Grader with **fixed asset tag 18384**

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT
FOR
MOTOR GRADER**

THIS AGREEMENT dated the 15th day of February 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) **John Deere 672G Motor Grader**, Martin Equipment quotation dated 12/6/2017, the Missouri Department of Transportation Contract **3-160622TV** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-160622TV and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) John Deere 672G Motor Grader as follows:

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
John Deere 672G Motor Grader with 6WD	\$227,500.00	1	\$227,500.00
<ul style="list-style-type: none"> • John Deere PowerTech PSS 9.0L • 18 Halogen Deluxe Grading Lights • Air Conditioner • 24-to-12 Volt Converter • Lower Front Intermittent Wiper & Washer • Air Suspension Seat with Armrests & Headrest • 14' x 27" x 1" with 8" x 3/4" Cutting Edge and 5/8" Hardware 			
Following Options at 25% Discount off of MSRP:			
• Auto Shift Transmission			\$ 1,381.50
• LH Aux Hydraulics			\$ 2,500.50
• Additional Strobe Lights			\$ 2,950.50
• 3YR/4000 Hr Comp. Warranty			\$ 8,626.00
• RH Blade Control			\$ 450.00
• 14' Moldboard 27" Tall			\$ 345.00
• Heated Outside Mirrors			\$ 305.00
• 17.5x25 Tires and Wheels			\$ 7,000.50
• Deere Front Scarifier			\$ 740.00
• Rear Camera			\$ 1,360.00
• Spare Wheels			\$ 4,596.00
• 7YR/7500 PT/HYD Warranty			\$ 9,905.50
Total			\$267,660.50
Less 5 Yr/2500 PT/Hyd Warranty		-	\$ 2,873.00
Less Trade-In: 2013 John Deere 672G Motor Grader SN (643877) – Asset Tag #18384		-	\$ 85,500.00
Total Including Trade			<u>\$ 179,287.50</u>

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

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 60 - 90 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

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

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor’s bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

MARTIN EQUIPMENT OF ILLINOIS, INC.

BOONE COUNTY, MISSOURI

By Kevin Smuser
Title Branch Manager

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Taylor W. Burk
County Clerk

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

June E. Pitchford
Signature by ag

2/6/18
Date

2040-92300 - \$179,287.50
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



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

12/6/2017

BOONE COUNTY PUBLIC WORKS
 672G

Base 672G MODOT Bid \$227,500.00
 MODOT BID #3-160622TV MOTOR GRADERS

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

TOTAL \$270,787.50

OPTIONS TO CONSIDER:

FRONT FEDERS	ADD	\$1,000.00
REAR FENDERS	ADD	\$1,885.00

TRADE IN: 2013 JOHN DEERE 672G S SN#643877

TRADE VALUE \$85,500.00



JOHN DEERE



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

VENDOR INFORMATION

Name: Altofer, Inc
Contact Name: Brett Peters
Address Line: 3520 Moberly
Address Line: Hannibal, MO 63401
Telephone #: 573-221-8600
Cell phone #: 573-248-7942
Email: bpeters@altofer.com
Cooperative: Yes

Name: Crown Power and Equipment
Contact name: Jon W. LaFoy
Address Line: 1881 Prathersville Rd
Address Line: Columbia, MO. 65202
Telephone #: 573-443-4541
Cell phone #: 573-808-1389
Email: jlafoy@crown-power.com
Cooperative: Yes

Name: Erb Equipment Co.
Contact name: Dan Jones
Address Line: 200 Erb Industrial Dr.
Address Line: Fenton, MO 63026
Telephone #: 636-349-0200
Cell phone #: 314-623-5570
Email: danieljones@erbequipment.com
Cooperative: Yes

Name: Murphy Tractor
Contact name: James F. Levy
Address Line: 8600 NE Parvin Rd.
Address Line: Kansas City, MO 64161
Telephone #: 816-483-5000
Cell phone #: 816-483-5721
Email: jlevy@murphytractor.com
Cooperative: Yes

Name: Martin Equipment
Contact name: Kevin Smyser
Address Line: 6787 County Road 312
Address Line: Palmyra, MO 63461
Telephone #: 573-769-2274
Cell phone #: 573-248-6455
Email: kevinsmyser@meoi.com
Cooperative: Yes

Name: The Victor Phillips Co.
Contact name: Robert Maggard
Address Line: 4100 Gardner Ave
Address Line: Kansas City, MO 64210
Telephone #: 816-241-9290
Cell phone #: 816-241-1738
Email: rmaggard@VLPco.com
Cooperative: Yes

Name: Fabick Cat Co.
Contact name: Steve Horstman
Address Line: One Fabick Dr.
Address Line: Fenton, MO 63026
Telephone #: 636-343-5900
Cell phone #: 573-680-7158
Email: steve.horstman@fabickcat.com
Cooperative: Yes

Name: Luby Equipment
Contact name: Jerry Jansen
Address Line: 2300 Cassen Dr.
Address Line: Fenton, MO 63026
Telephone #: 217-222-5454
Cell phone #: 217-242-3440
Email: jjansen@lubyequipment.com
Cooperative: Yes

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

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

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 1A	Option 1B	Option 1C	ARO	Districts	MSRP	Telematics
Crown Power and Equipment	CASE 865B	205	\$ 211,182.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 670G	170-235	\$ 214,085.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 23,650.00	\$ 24,900.00	\$ 1,005.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 120M2	145-189	\$ 193,500.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Fabick Cat	CAT 12M3	179-231	\$ 222,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Murphy Tractor	JD 670G	170-220	\$ 206,000.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,015.00	60-90 days	NW, KC, SW	25%	Yes
Martin Equipment	JD 670G	170-235	\$ 210,500.00	Yes. See attached comment	\$ 21,790.00	\$ 22,600.00	\$ 1,045.00	60-90 days	NE, CD	25%	Yes

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

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 2A	Option 2B	Option 2C	ARO	Districts	MSRP	Telematics
Altofer, Inc	CAT 140M3	200-252	\$ 252,110.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 885B	235	\$ 218,472.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 770G	210-265	\$ 223,618.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 23,650.00	\$ 24,900.00	\$ 1,005.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 140M3	200-252	\$ 242,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Luby Equipment	CASE 865BVHP		\$ 210,500.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 770G	190-255	\$ 215,200.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NW, KC, SW	25%	Yes
Martin Equipment	JD 770G	190-255	\$ 214,500.00	Yes. See attached comment	\$ 21,790.00	\$ 22,600.00	\$ 1,010.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 865B		\$ 222,433.23	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

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

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 3A	Option 3B	Option 3C	ARO	Districts	MSRP	Telematics
Altofer, Inc	Cat 12M3AWD	189-252	\$ 263,144.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 865BAWD	205	\$ 235,753.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 672G	190-245	\$ 233,193.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 24,285.00	\$ 25,845.00	\$ 842.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT120M2AWD	153-209	\$ 222,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Fabick Cat	CAT12M3AWD	189-252	\$ 251,500.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Luby Equipment	CASE 865BVHPAWD		\$ 235,000.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 672G	190-245	\$ 228,200.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,000.00	60-90 days	NW, KC, SW	25%	Yes
Martin Equipment	JD 6702G	190-245	\$ 227,500.00	Yes. See attached comment	\$ 21,790.00	\$ 22,600.00	\$ 1,030.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 865BAWD		\$ 248,046.04	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

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

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 4A	Option 4B	Option 4C	ARO	Districts	MSRP	Telematics
Altofer, Inc	CAT 140M3AWD	210-272	\$ 282,145.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 885BAWD	234	\$ 242,979.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 772G	210-265	\$ 253,776.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 24,450.00	\$ 25,730.00	\$ 915.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 140M3AWD	210-272	\$ 271,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Luby Equipment	CASE 885BDHPAWD		\$ 243,500.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 772G	210-265	\$ 245,000.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NW, KC, SW	25%	Yes
Martin Equipment	JD 772G	210-265	\$ 243,000.00	Yes. See attached comment	\$ 21,790.00	\$ 22,600.00	\$ 1,010.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 885BAWD		\$ 257,961.71	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2018

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

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

PRODUCER Brady Hammon	CONTACT NAME: Sentry Customer Service
	PHONE (A/C, No, Ext): 800-447-0633 FAX (A/C, No): 888-533-7827
	EMAIL ADDRESS: businessproducts_ssdo@sentry.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Sentry Select Insurance Company NAIC # 21180
INSURED Martin Equipment of Illinois Inc 400 W Martin Dr Goodfield, IL 61742-7535	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 344578 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2494336004	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		2494336005	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2494336006	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 45,000,000 PRODUCTS - COMP/OP AGG \$ 45,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to attached

CERTIFICATE HOLDER Boone County 613 E Ash St Columbia, MO 65201-4432	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>John Highland</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Boone County	All locations Description: All jobs
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Martin Equipment of Illinois Inc

Endorsement Effective Date: 02/01/2018

SCHEDULE

Name of Person(s) or Organization(s):

Boone County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.



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

Missouri Department of Transportation
 Patrick K McKenna, Director

573.751.2551
 Fax: 573.751.6555
 1.888.ASK MODOT (275.6636)

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

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

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

MODIFICATION TO SPECIFICATION E731-D2:

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

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

**REQUEST FOR
BID (RFB) FORM**

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

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

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

2:00 PM LOCAL TIME; June 22, 2016

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

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

Various End User Delivery Locations

BUYER: Tom Veasman **EMAIL:** tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

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

Notice to Vendors

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

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

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein.

ate: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

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

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

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

PHYSICAL ADDRESS:

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

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

PHONE: 573-522-4404

FAX: 573-526-6948

1.2 General Information:

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

1.2.3 Definitions

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

2. SCOPE OF WORK

2.1 General Requirements:

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

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

2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, bidders shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. **NET DELIVERED FIRM PRICE** - The unit(s) shall be delivered complete and ready for use to the delivery destination. All prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.
- c. The vendor shall demonstrate to the District prior to acceptance by the District that the equipment delivered complies fully with the enclosed specifications.
- d. Any demurrage is to be paid by the bidder direct to the railroad or carrier.

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

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

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

2.4 Invoicing and Payment Requirements:

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

2.5 Other Award Requirements:

- 2.5.1 Award Period - The award period shall commence from the date of award until **July 31, 2017**.
- 2.5.2 Renewal Periods – MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to three (3) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.5.3 Escalation Clause - In the event the bidder requests a price increase during either the original award period or any renewal period, the bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of any of the optional renewal periods.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

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

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

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

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

2.5.7 Service & Operator Manuals

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

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

2.6 Equipment Trade-In Allowance:

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

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

Trade-In Worksheet Example:

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

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

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “3-160622TV Motor Graders”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
 - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Award:

This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility and discretion for all purchasing decisions. After award, Districts shall use the following evaluation criteria to determine the awarded contract that would provide the "lowest and best" equipment purchase option:

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

3.1.6 Cost Evaluation:

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

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

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

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

4. PRICING PAGES

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

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

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

MAKE/ MODEL _____ HP _____ PRICE \$ _____

Standard Warranty: _____

OPTIONS:

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

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

Option 1C. Auto Shift Transmission PRICE \$ _____

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

MAKE/ MODEL _____ HP _____ PRICE \$ _____

Standard Warranty: _____

OPTIONS:

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

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

Option 2C. Auto Shift Transmission PRICE \$ _____

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

MAKE/MODEL _____ HP _____ PRICE \$ _____

Standard Warranty: _____

OPTIONS:

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

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

Option 3C. Auto Shift Transmission PRICE \$ _____

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

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

Standard Warranty: _____

OPTIONS:

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

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

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

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

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

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

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

Northwest District (St. Joseph) _____ **Northeast District (Hannibal)** _____

Kansas City District _____ **Central District (Jefferson City)** _____

St. Louis District _____ **Southwest District (Springfield)** _____

Southeast District (Sikeston) _____ **All Districts** _____

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

Maximum % of increase for: **First Renewal** _____ **Second Renewal** _____ **Third Renewal** _____

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

5. OPTIONAL TRAINING, SOFTWARE AND MAINTENANCE

Optional Training

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

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

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

a.) 8 hours Electronic Operation and Diagnostics

1. Engine
2. Transmission
3. HVAC
4. Hydraulics
5. Calibration Procedures

b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

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

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

Optional Software

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

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

Optional Maintenance

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

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

6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Name
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service Disabled Veteran Business

7. NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **motor graders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **motor graders** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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

9. STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

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

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

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

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

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

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

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

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

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

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

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

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

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

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

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

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

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

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

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart 0, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

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

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

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

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

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

TOW HITCHES - Front and rear.

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

FUEL TANK – Minimum 90 gallon capacity.

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

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

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

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

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

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

15th

day of

February

20

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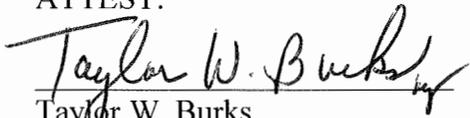
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Crockett Geotechnical – Testing Lab, LLC of Columbia, MO for the radio tower project for the Hallsville Maintenance Building and Pole Barn., utilizing Professional Services Contract 07-31MAR18C

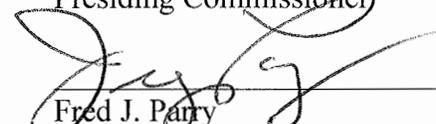
The terms of the Services are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Consultant Services Agreement.

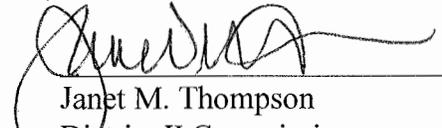
Done this 15th day of February, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

84-2018

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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, CPPO, CPPB
DATE: January 30, 2018
RE: Professional Services Contract: 07-31MAR18C – Consulting Services for Radio Tower Project for Pole Barn with Crockett Geotechnical – Testing Lab

Dave Dunford, on behalf of Boone County as our Radio Consultant, requests geotechnical engineering consulting services for the radio tower project for the Hallsville Maintenance Building and Pole Barn with Crockett Geotechnical – Testing Lab, LLC of Columbia, MO.

Cost of services is \$2,300 and will be paid from 2706 – Radio Network Improvements, 71101 – Professional Services. \$6,000 is budgeted for the Pole Barn Radio Tower Project.

cc: Chad Martin, Patricia Schreiner, Joint Communications
Dave Dunford, Radio Consultant
Contract File

84-2018

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Contract # 07-31MAR18C –Consulting Services for Boone County Barn Radio Tower Project at the Boone County Hallsville Maintenance Building & Pole Barn at HWY 124 and US HWY 63

Effective this 15th day of February 2018, Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Crockett Geotechnical – Testing Lab, LLC, 1000 W. Nifong Blvd., Columbia, Missouri 65203.

Project / Work Description: Consulting work for Boone County Barn Radio Tower Project per the attached proposal will include borings, sampling, groundwater, laboratory testing & field and lab test results in a geotechnical engineering report.

Proposal Description: Consultant to provide all services set out in the attached Proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$2,300.00 without prior written approval of Owner.

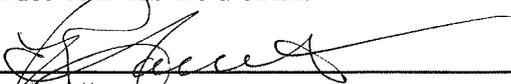
This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant’s services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant’s proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant’s proposal not found in the General Consultant Services Agreement.

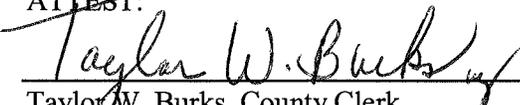
CROCKETT GEOTECHNICAL - TESTING LAB, LLC

BOONE COUNTY, MISSOURI

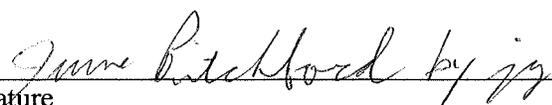
By 
Title PRINCIPAL

By 
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Attorney

ATTEST:

Taylor W. Burks, County Clerk

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

 by jj 02/07/2018 2706 / 71101 / \$2,300
Signature Date Appropriation Account



PROFESSIONAL SERVICES AGREEMENT
GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, by and between Columbia/Boone County Joint Communications hereinafter referred to as the CLIENT, and Crockett Geotechnical - Testing Lab, LLC, 1000 W Nifong Blvd., Columbia, Missouri 65203, hereinafter referred to as the ENGINEER.

WITNESSETH:

PROJECT: The CLIENT hereby contracts with the ENGINEER to perform the following described services, hereinafter collectively referred to as the PROJECT:

911 Self Support Radio Tower at MO Rte 124 and US Hwy 63
 Boone County, Missouri

Site and Project Information:

Site Location:

Item	Description
Location	A new 195' tall self-support tower (SST) will be located on the western side of a former MoDOT maintenance shed. Specifically, the tower will be located about 1,000 feet east-southeast of the intersection of Missouri Rote 124 & US Hwy 63 in Boone County, Missouri.
App. Latitude/Longitude	39.118979/-92.327186
Existing improvements	Landscape area
Current ground cover	Grasses
Existing topography	Sloping downwards towards the west

Project Description:

Item	Description
Proposed structures	A new 195 feet tall SST will be constructed.
Grading	For this proposal we have assumed site grading to consist of less than approximately 5 feet of cut or fill.
Cut and fill slopes	Final slopes are assumed to be no steeper than 3H:1V (Horizontal to Vertical)
Free-standing retaining walls	None anticipated.
Below grade areas	None anticipated.

Project Scope:

Item	Description
Proposed Borings	One (1) boring will be drilled at or near the center of the SST. If bedrock is encountered prior to the planned termination depth of 40 feet, a rock core will be obtained as follows: <ul style="list-style-type: none"> • Rock depth of 15 feet or less, 10 feet of core • Rock depth of less than 25 feet but more than 15 feet, 5 feet of core • No core will be obtained if rock is deeper than 25 feet.
Sampling	Sampling will be in general accordance with industry standards in which 2 samples will be obtained in the upper 5 feet of boring and one sample obtained for each additional five feet of boring. Samples will be obtained using a thin-walled tube sampler or by using a split-barrel sampler.
Groundwater	Groundwater levels will be observed and recorded while drilling and at the completion of drilling. Borings will be backfilled prior to the drill crew departing the job site, therefore, no delayed groundwater readings will be taken.
Laboratory Testing	The samples obtained from the borings will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, and strength tests (unconfined compression/calibrated penetrometer), as appropriate.
Field and Lab Test Results	The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Missouri.

Site Clearing: This proposal does not include site clearing. Site clearing for drill rig access to be performed by others. If needed, CGTL can get quotes for site clearing.

Utilities/Right of Entry to Site: The client shall provide the right of entry to conduct the exploration and should inform us of any private buried utilities.

- We will contact the Missouri One Call Service (MOCS).
- Location of private lines on the property is not part of the MOCS or CGTLs scope. All private lines should be marked by others prior to commencement of drilling.

CGTL will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood in the normal course of our work some such disturbance could occur. For safety purposes, the borings will be backfilled prior to leaving the job site. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to a track-mounted drill rig and CGTL providing layout and elevation of the borings. Additional costs may result if this is not the case.

Laboratory Testing: The samples will be tested under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, and strength tests (unconfined compression/ calibrated penetrometer).

Geotechnical Engineering Report: A geotechnical engineer licensed in the State of Missouri will evaluate field and laboratory program results prepare an engineering report that details the results of the field and laboratory testing performed. The geotechnical engineering report will include:

- Boring logs
- Laboratory test results

- Groundwater levels observed during and at completion drilling
- Boring location plan
- Subsurface exploration procedures
- Deep and/or shallow foundation recommendations
- Subgrade preparation/earthwork recommendations
- Seismic site classification

Fee: Our lump-sum fee for the previously outlined scope of services is \$2,300.

Schedule: Please note utility locates require 3 days to clear. Because of this, we anticipate:

- Drilling will typically commence within 3 to 5 business days of notice-to-proceed
- The geotechnical engineering report will be submitted to the client within 5 business days of completion of laboratory testing (no longer than 2 weeks after completion of drilling)
- Design information will be available prior to the completion of the geotechnical engineering report

Authorization: We request we be authorized to proceed, in writing or by email. Acceptance of our proposal will be considered permission by the owner for our entry onto the site.

ENGINEER'S COMPENSATION: The ENGINEER shall be paid for all services rendered on a fixed fee basis. The billing for our services will occur after the final geotechnical engineering report has been provided to the client.

CLIENT'S AGENT: The CLIENT has appointed Mr. Dave Dunford as the official AGENT of the CLIENT for the purpose of the PROJECT. As such, the AGENT shall be the contact person for this PROJECT and shall be responsible for the coordination/execution of any document pertaining to this AGREEMENT or any amendment thereto, and for approving all change orders, addenda, and additional services to be performed by the ENGINEER.

GENERAL PROVISIONS: See following page.

SPECIAL PROVISIONS: The CLIENT and the ENGINEER mutually agree that this AGREEMENT shall be subject to the following special provisions which, together with the General Provisions hereof and the exhibits hereto, represent the entire AGREEMENT between the CLIENT and the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT: _____

ENGINEER: Crockett Geotechnical - Testing Lab, LLC

By: _____

By: Eric H. Lidholm, PE

Eric H. Lidholm

Title: _____

Date: January 30, 2018

GENERAL PROVISIONS

1. ADDITIONAL SERVICES: During the performance of the services in connection with this PROJECT, the CLIENT may from time to time request additional services. The ENGINEER shall be compensated for such additional services on the basis of the normal fee schedule of the ENGINEER. In addition, reimbursable expenses will be billed to the CLIENT at cost.
2. PAYMENT OF ACCOUNT: During the performance of services under this AGREEMENT, the ENGINEER will submit an invoice near the end of each month to the CLIENT for services rendered to date. Invoices shall be payable within 30 days after the invoice date. Interest may be charged on the unpaid balance of any invoice not paid within thirty (30) days after the receipt thereof, at the rate of 9% per annum until paid in full. In the event that any invoice or any portion thereof shall remain unpaid for a period of thirty (30) days after the date of the invoice, the ENGINEER may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend the performance of services under this AGREEMENT until all invoices issued prior thereto have been paid in full. The CLIENT shall pay all costs of collection, including reasonable attorney's fees.
3. TERMINATION: This AGREEMENT may be terminated by either party by seven (7) days written notice in the event of a substantial failure to perform in accordance with the terms hereof by one party, through no fault of the other party. In the event of termination by the ENGINEER in accordance with this paragraph, the ENGINEER shall be compensated as provided for in paragraph 4 hereof.
4. COMPENSATION – TERMINATION OR DELAY: If any phase of the PROJECT is suspended for more than three (3) months, or abandoned after written notice from the CLIENT, or if the AGREEMENT is terminated for any reason any time prior to the completion of the PROJECT, the ENGINEER shall be paid for services performed prior to termination, together with any reimbursable expense and any actual out-of-pocket costs incurred by the ENGINEER as a result of said termination.
5. RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the PROJECT to both the CLIENT and the ENGINEER the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed ten times the amount of the ENGINEER'S fees or one million dollars, whichever is less. Such causes include, but are not limited to, the ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract.
6. OWNERSHIP OF DOCUMENTS: All documents produced by the ENGINEER under this AGREEMENT, including digital files, shall remain the property of the ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of the ENGINEER.
7. DEFINITIONS: "Reimbursable Expenses" shall mean the actual expense of transportation and subsistence of principals and employees while traveling in connection with the PROJECT, toll telephone calls and telegrams, reproduction of reports, drawings and specifications, and all other PROJECT related items.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 18

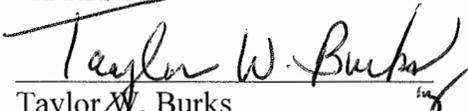
In the County Commission of said county, on the 15th day of February 20 18
the following, among other proceedings, were had, viz:

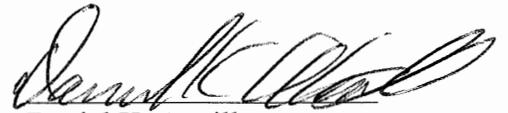
Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Cash Deposit between the County of Boone and Schlacks Rentals, Inc.

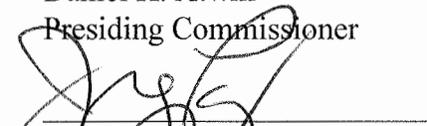
The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

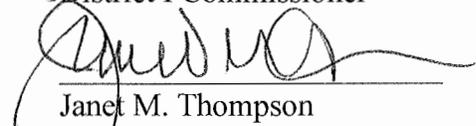
Done this 15th day of February, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: January 30, 2018

Developer/Owner Name: Schlacks Rentals
Address: 7131 Longview Dr.
Fulton, MO 65251

Development: Equipment Share

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Equipment Share. The SWPPP and ESC was prepared by Brush & Associates on November 1, 2017.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 13th day of November 2019, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$23,675.48, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

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

U Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to 13th day of November 2019, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on 13th day of November 2019, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

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

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

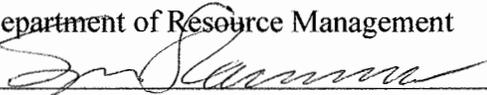
By:  _____

Printed Name: Jakob Schladler

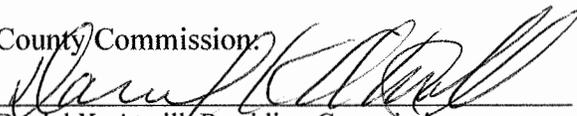
Title: CEO

BOONE COUNTY, MISSOURI:

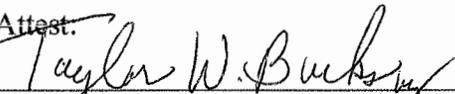
Department of Resource Management



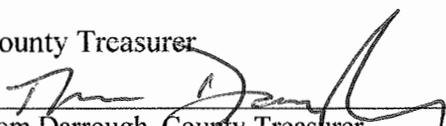
Stan Shawver, Director Resource Management

County Commission:


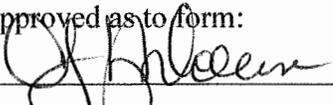
Daniel K. Atwill, Presiding Commissioner

Attest:


Taylor W. Burks, Boone County Clerk

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

15th

day of

February

20 18

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision along with the development agreement and letter of credit in the amount of \$21,378.25 for sewer improvements and authorize the presiding commissioner to sign the plat and development agreement:

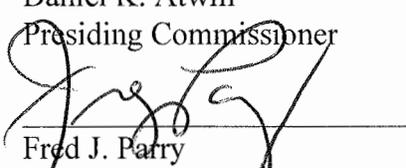
1. Abell Acres, S23-T50N-R12W. A-R. Abell Label, LLC, owner. Steven R. Proctor, surveyor.

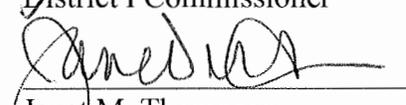
Done this 15th day of February, 2018.

ATTEST:


 Taylor W. Burks
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

ABELL ACRES SUBDIVISION PLAT 1 DEVELOPMENT AGREEMENT

This Development Agreement (the Agreement) is effective this 15th day of February, 2018, by and between by Abell Label, LLC, a Missouri limited liability company of Boone County, Missouri (Developer), and Boone County, a Missouri political subdivision, (the County).

RECITALS:

WHEREAS, Developer owns the property described on Exhibit 1, the Abell Acres Subdivision Plat 1, which it wants to develop into a residential subdivision known as Abell Acres Subdivision Plat 1 (the Subdivision); and,

WHEREAS, County ordinances require Developer to complete certain infrastructure improvements within any subdivision before submitting a final subdivision plat for Boone County Commission acceptance; but,

WHEREAS, Developer wants to delay completing some of those required infrastructure improvements in the Subdivision until after it submits its final plat to the County Commission for acceptance, having installed no legally compliant sanitary sewer systems, and so leaving none either installed or available; and,

WHEREAS, the County Commission wishes to allow Developer to delay completion of these infrastructure improvements so long as Developer now furnishes the County with a Letter of Credit in an amount and under terms that the County deems sufficient to compensate the County should it have to complete the infrastructure improvements upon Developer's failure to do so.

NOW THEREFORE, in consideration of the mutual covenants and agreements in this document, the Parties agree, in accordance with RSMo Sec. 64.825 and Sec. 1.7.5 of the Boone County Subdivision Regulations, to state the Developer's obligations for subdivision infrastructure and to ensure Developer performs all the conditions and requirements of Boone County Regulations.

1. LETTER OF CREDIT: Immediately upon execution of this agreement the Developer will provide the County with an irrevocable letter of credit issued by Central Bank of Boone County (Central Bank) in the amount of \$21,378.25. That letter of credit shall provide that one year after the date the Commission accepts the Developer's final plat Central Bank shall, unless the County has notified Central Bank to the contrary, transfer that total amount of that letter of credit to the County at the account the Boone County Treasurer designates.

2. PERFORMANCE: Developer shall, within one year after the County Commission accepts the Developer's final plat for the Subdivision, construct the Sanitary Sewer Collection System describe in the attached Exhibit 2 to Boone County Regional Sewer District (BCRSD) satisfaction. If within that year the County receives notice from BCRSD that Developer has completed that construction, and that BCRSD's Board of Trustees has accepted bills of sale for sufficient BCRSD approved sewer systems to fully serve the Subdivision to all standards required by law, the County will then notify Central Bank that Developer has fully performed this agreement and that Central Bank may terminate Developer's letter of credit. This agreement will then terminate.

3. DEVELOPER' DEFAULT: If Developer fails to complete that sewer system within the time stated in paragraph 2, then Developer will be in default. The County will then immediately own the letter of credit funds described in this agreement. The County will use those funds to complete a sanitary sewer system compliant with the law, returning any excess funds to Developer. Developer will be liable to County for all expenses County incurs in completing these infrastructure improvements that exceed the amount it receives from Developer's Letter of Credit.

4. OTHER LAW: This Agreement will have no effect on Developer's obligations under, or the operation of, any Boone County ordinances or regulations or other law, including possible future modifications, which will all remain in full force and effect.

5. RECORDING OF AGREEMENT; BINDING ON SUCCESSORS AND ASSIGNS: This agreement will be recorded in the Records of Boone County, Missouri, at Developer' cost, will run with the land, and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Authority of the Parties: The parties represent that they have the authority to enter into this Development Agreement. Each person signing this Agreement on behalf of any of the parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken.

7. Amendments: The Parties to this Development Agreement may amend or modify this Development Agreement only by written instrument duly executed by the Parties.

8. Severability: If a court holds any part, term, or provision of this Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

9. Governing Law: This agreement will be governed by Missouri law, and all actions to enforce this agreement shall be filed in the Circuit Court of Boone County, Missouri.

10. Waiver: No waiver of any provision of this agreement will be a waiver of any other provision, nor be a continuing waiver, nor a waiver of any subsequent default or defaults unless provided for by a written amendment to this agreement signed by the parties.

11. No Third-Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

12. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

13. Notice: Any notice, demand, request, or other communication to be given or served by the Parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to the County:

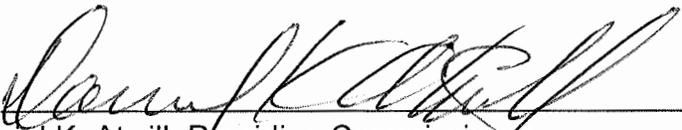
Boone County Resource Management
Attn: Stan Shawver, Director
801 E. Walnut, Rm. 315
Columbia, Missouri 65201

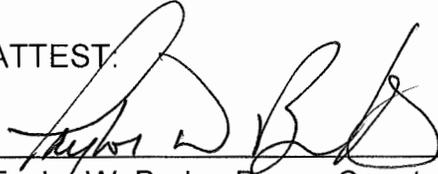
If to Developer:

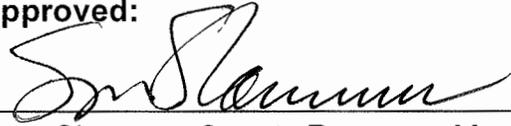
Abell Acres, LLC
5070 Eas Flamingo Dr.
Hallsville, MO 65255

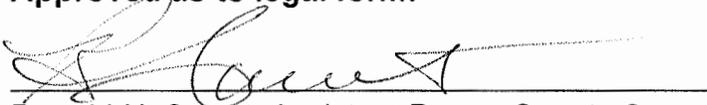
SO AGREED.

BOONE COUNTY:

By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST: 
Taylor W. Burks, Boone County Clerk

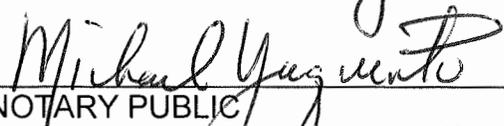
Approved: 
Stan Shawver, County Resource Management Director

Approved as to legal form: 
Ronald N. Sweet, Assistant Boone County Counselor

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 15th day of February, 2018, before me personally appeared **Daniel K. Atwill**, as Presiding Commissioner of the Boone County Commission, and **Taylor W. Burks**, as Boone County Clerk, who signed this instrument on behalf of Boone County, Missouri, by the authority of the Boone County Commission, and each acknowledged said instrument to be the free act and deed of Boone County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 15th day of February, 2018.


NOTARY PUBLIC

My Commission expires: 9-9-21

MICHAEL YAQUINTO
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Sept. 9, 2021
Commission # 13524500

DEVELOPER:

Donald W. Abell

Donald W. Abell, for Abell Label, LLC, and as an individual;

STATE OF MISSOURI)

)ss.

COUNTY OF BOONE

On this 6th day of February, 2018, before me personally appeared Donald W. Abell, and affirmed that he is fully authorized to sign this document on behalf of Abell Label, LLC, and that he signed this instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 6th day of February, 2018.

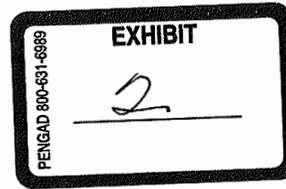
Paula L. Evans

NOTARY PUBLIC

Paula L. Evans

My Commission expires:

PAULA L. EVANS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 4, 2018
Commission #14398153



1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489

www.bcrsd.com

January 5, 2018

Stan Shawver
Boone County Resource Management
801 East Walnut
Room 315
Columbia, MO 65201

RE: Final Minor Plat ABELL ACRES, PLAT 1

Dear Mr. Shawver:

The Sewer District approves the attached cost estimate for the above – referenced plat.

Thank you for the opportunity to comment. If you have any questions, please call me at 443-2765.

Sincerely,
BOONE COUNTY REGIONAL SEWER DISTRICT


Tom Ratermann
General Manager

C: File
Bill Florea by e-mail
Don Abell by e-mail

Cost Estimate for Sanitary Sewer Collection System - Main Only

for **Abell Acres** - A 4 Lot Minor Subdivision in Boone County, MO

Each single family home lot will be served by a 2" Pressure Sewer Main - Central Collection System that discharges into the existing Cedar Gate Estates WWTF. The system is designed for Prepackaged Grinder Pump Systems (35-008 Fiberglass Basin with Zoeller 815 Pump, Controls, Valves, etc.) at each home and a 1 1/4" discharge line connecting each grinder pump to the 2" pressure main. The grinder pump system and discharge lines will be installed at the time of home construction.

Construction Costs (material, labor & equipment to install)

Connection to Existing Gravity System in Cedar Gate Estates	1 EA @	\$700.00 / EA =	\$700.00
2" Class 200 PVC Force Main (Including fittings, valves, etc.)	1,145 LF @	\$13.00 / LF =	\$14,885.00
2" x 2" x 1 1/4" Tees	4 EA @	\$150.00 / EA =	\$600.00
2" Pressure Clean Outs	3 EA @	\$150.00 / EA =	\$450.00
1 1/4" Curb Stops w/ Valve Box	4 EA @	\$200.00 / EA =	\$800.00
1 1/4" Check Valves w/ Meter Pits	4 EA @	\$180.00 / EA =	\$720.00

SUBTOTAL OF INSTALLATION COST \$18,155.00

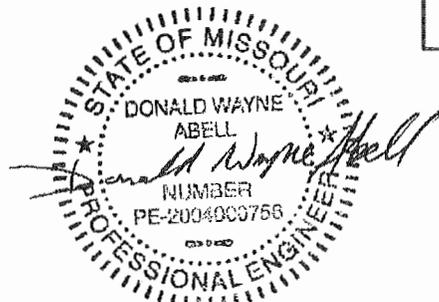
Total Cost per Linear Foot \$15.86 /LF

Engineering		15%	\$2,723.25
Permit Fees & Misc.	1 LS @	\$500.00 / LS =	\$500.00

SUBTOTAL OF OTHER COST \$3,223.25

TOTAL COST OF SYSTEM \$21,378.25

Prepared by:
 Don Abell, P.E.
 5070 E. Flamingo Dr.
 Hallsville, MO 65255
 573-489-9232



11/29/17



Central Bank of Boone County

IRREVOCABLE LETTER OF CREDIT

NO. 0579177-0099

DATE: February 6, 2018

Amount: \$21,378.25

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of Abell Label LLC, up to an aggregate amount of \$21,378.25 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Central Bank of Boone County** Letter of Credit #0579177-0099 Dated 2/6/18."

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

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before February 6, 2019, provided further that upon such expiration, either at February 6, 2019, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

0579177-0099 21378.25

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

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

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

Sincerely yours,

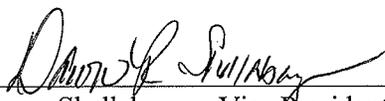
By: 
Dawn Shellabarger, Vice President

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Vice President

Re: **Central Bank of Boone County** Letter of Credit No.: **0579177-0099**
Dated: 2/6/18
In Favor of Boone County, Missouri on behalf of **Abell Label LLC**.

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0579177-0099** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

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

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

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

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Vice President

Re: **Central Bank of Boone County** Letter of Credit No.: **0579177-0099**
Dated: 2/6/18
In Favor of Boone County, Missouri on behalf of **Abell Label LLC**.

Gentlemen:

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

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Planning & Building

Wendy S. Noren, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 15th day of February 20 18

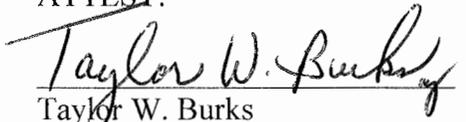
the following, among other proceedings, were had, viz:

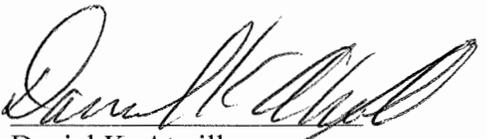
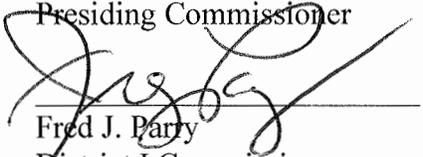
Now on this day the County Commission of the County of Boone does hereby approve the attached Waterline Replacement Contract between Boone County and Consolidated Public Water Supply District No. 1 of Boone County.

The terms of the Contract are stipulated in the attached Contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Waterline Replacement Contract.

Done this 15th day of February, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

WATERLINE REPLACEMENT CONTRACT
(2016-034 Rangeline – Ben Williams Bridge Project)

THIS CONTRACT, made and entered into this 15th day of February, 2018, by and between THE COUNTY OF BOONE, a political subdivision of the State of Missouri, hereinafter called "COUNTY," and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, hereinafter called "DISTRICT:"

WITNESSETH:

WHEREAS, the COUNTY has prepared plans for roadway improvements to be made in the Rangeline Road and Ben Williams road right-of-way (herein "Road Improvements"); and

WHEREAS, in connection with the aforesaid Roadway Improvements the parties desire to agree to the provisions contained herein in regard to relocating and replacing a portion of the existing four inch (4") waterline of the DISTRICT and replacing the existing waterline of the DISTRICT which runs parallel and under Rangeline Road at the intersection of Ben Williams Road and Rangeline Road.

NOW, THEREFORE, in consideration of the respective covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby mutually agree as follows:

1. REPLACEMENT: That in connection with making the aforesaid Road Improvements the COUNTY and DISTRICT shall share in the expense to relocate and replace a portion of the four inch (4") waterline of the DISTRICT along Rangeline Road. The portion that the COUNTY and DISTRICT are responsible for is as shown on the map hereto attached as Exhibit "A". The aforesaid work shall be performed in accordance with the plans attached hereto as Exhibit "B".

2. EASEMENT: That the Easement for Utility Purposes be obtained and recorded prior to the execution of this contract, COUNTY shall deliver to DISTRICT the recorded copies of the Easement for Utility Purposes attached hereto as Exhibit "C-1 and C-2" and made a part hereof.

3. INSTALLATION: COUNTY and DISTRICT agree that DISTRICT will do the installation work for the waterline replacement and relocation. No construction between the creek banks will be allowed between March 15 and July 15 due to fish spawning as identified by the Missouri Department of Conservation. If construction cannot be completed between the creek banks by March 15, 2018 then District Crews will do the installation of the waterline after July 15, 2018 with a completion date no longer than forty-five (45) days after July 15, 2018.

4. RELOCATION AND REPLACEMENT COST: That the COUNTY shall pay to DISTRICT the cost and expenses incurred by DISTRICT for the relocation and replacement of the COUNTY portion of the waterline relocation and replacement in connection with the matters referred to herein; and COUNTY shall pay said amount to DISTRICT upon being furnished with an itemized list of said costs and expenses, being material, machine time and labor for the relocation. The total amount of said costs and expenses shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.00). The estimated relocation and replacement cost is attached hereto as Exhibit "D"

5. ENFORCEMENT IN EQUITY: It is agreed that in the event of any controversy concerning the rights or obligations of the parties hereto under this contract, such rights or obligations may be enforceable in law or in equity, or both; provided however, such remedies shall be cumulative and not exclusive, and shall be in addition to any other remedies which the parties may have.

6. LITIGATION EXPENSES: In the event of any litigation between the parties in regard to the provisions of this contract, the prevailing party in said litigation shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

7. JURISDICTION AND VENUE: The jurisdiction and venue of any dispute under the terms of this contract shall be in the Circuit Court of Boone County, Missouri.

8. SUCCESSORS AND ASSIGNS: This contract shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this contract the day and year first above written.

COUNTY:

BOONE COUNTY, MISSOURI

BY:

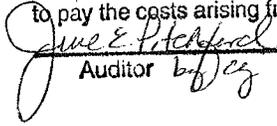

DANIEL K. ATWILL, Presiding Commissioner

ATTEST:


TAYLOR W. BURKS, County Clerk

CERTIFICATION:

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


Auditor

7/7/18
Date

2041-71160

Approved as to sufficient unencumbered appropriations:

Approved as to form:

County Auditor

Date



County Attorney

2/2/18

Date

DISTRICT:

CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT NO. 1 OF BOONE COUNTY,
MISSOURI

BY: _____
JEROME GLASCOCK, President

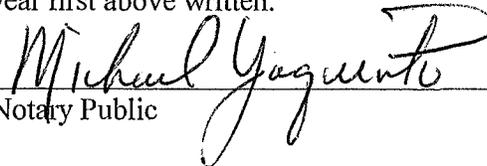
ATTEST:

JANET SEARS, Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 15th day of February, 2018, before me appeared DANIEL K. ATWILL, to me personally known, who, being by me duly sworn, did say that he is the Presiding Commissioner of the County of Boone, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the County and that this instrument was signed and sealed on behalf of the County by authority of its County Commission and the Presiding Commissioner acknowledged this instrument to be the free act and deed of the County.

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



Notary Public

My commission expires:

9-9-21

MICHAEL YAQUINTO
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Sept. 9, 2021
Commission # 13524500

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2018, before me appeared JEROME GLASCOCK, to me personally known, who, being by me duly sworn, did say that he is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

EASEMENT FOR UTILITY PURPOSES
(BY INDIVIDUAL(S))
(Rev. 4/7/2017)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED Thomas S. Bass, of Boone County, Missouri, hereinafter referred to as Grantor(s), on this _____ day of _____, 20____ in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does or do hereby Grant, Bargain, and Sell to **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: 801 East Walnut Street, Rm. 315, Columbia, Missouri 65201), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

A 20-foot wide strip of land lying in the East half (E½) of the Southeast quarter (SE¼) of Section 1, Township 47 North, Range 12 West, in Boone County, Missouri, being a portion of the land described by the deeds recorded in Book 838, Page 892, and Book 942, Page 655, of the Boone County Recorder of Deeds Office, and being more particularly described as follows:

Commencing at the Southwest corner of Section 6, Township 47 North, Range 11 West; thence, along the East line of said Section 1, N 1°08'55" E, 4.69 feet to the Point of Beginning; thence leaving said East line S 42°17'20" W, 16.81 feet; thence S 0°17'45" W, 105.95 feet; thence N 89°21'40" W, 4.96 feet to a point on the new westerly right-of-way for Rangeline road as described in Book 4511, Page 32, of said Boone County Records, being 20.00 feet left of Station 15+89.86 of the Construction Centerline as also described in said Book 4511, Page 32; thence, along said new right-of-way, S 8°29'40" W, 141.80 feet to a point on said new right-of-way being 35.09 feet left of said Centerline Station 14+47.77; thence, continuing along said new right-of-way, S 57°08'15" W, 249.89 feet to a point on said new right-of-way being 236.14 feet left of said Centerline Station 13+01.53, said point also being on the existing North right-of way of Ben Williams Road; thence, along said existing right-of-way, S 72°55'30" W, 28.11 feet to a point being 263.55 feet left of said Centerline Station 12+91.05; thence, leaving said existing right-of-way, N 11°37'55" W, 13.25 feet to a point being 268.32 feet left of said Centerline Station 13+09.11; thence N 57°08'15" E, 263.10 feet to a point being 59.45 feet left of said Centerline Station 14+60.40; thence N 8°29'40" E, 130.00 feet to a point being 43.90 feet left of said Centerline Station 15+89.86; thence S 89°21'40" E, 5.15 feet; thence N 0°17'45" E, 113.51 feet; thence N 42°17'20" E, 47.38 feet to a point on the East line of said Section 1; thence, along said East line S 1°08'55" W, 30.40 feet to the Point of Beginning and containing 0.25 acres (10,870 square feet) more or less.

Also a 20-foot wide strip of land lying in said East half (E½) of the Southeast quarter (SE¼) of Section 1, Township 47 North, Range 12 West, being a portion of the land described by the deeds recorded in Book 838, Page 892, and Book 942, Page 655, of the Boone County Recorder of Deeds Office, and being more particularly described as follows:

EXHIBIT "C-1"

Commencing at the Southeast corner of said Section 1; thence along the South line of said Section 1, N 87°12'35" W, 40.52 feet to a point being 36.50 feet left of said Centerline Station 12+37.47 and the Point of Beginning; thence continuing along said South line of said Section 1, N 87°12'35" W, 3.04 feet; thence leaving said South line N 31°32'00" W, 92.39 feet to a point on the new Southerly right-of-way of Ben Williams Road; thence along said right-of-way N 72°21'20" E, 20.60 feet to a pint being 72.88 feet left of said Centerline Station 13+20.73; thence continuing along said right-of-way S 31°32'00"E, 58.11 feet to a point being 39.80 feet left of said Centerline Station 12+72.96; thence continuing along said right-of-way S 2°08'35" E, 35.64 to the Point of Beginning and containing 0.04 acres (1,559 square feet) more or less.

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that this easement may not be terminated or amended without the prior written consent of BOONE COUNTY, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

BOONE COUNTY, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set his or her or their hand(s) this _____ day of _____, 20__.

Thomas S. Bass

STATE OF MISSOURI }
 } SS
COUNTY OF BOONE }

On this _____ day of _____, 20__ before me, personally appeared **Thomas S. Bass**, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he or she or they executed the same as his or her or their free act and deed for the purposes therein stated.

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

Notary Public

EASEMENT FOR UTILITY PURPOSES
(BY A TRUST)
(Rev. 4/7/2017)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, Mark E. Abramovitz and Terry J. Elwing, Trustees of the Abramovitz-Elwing Trust U/T/A dated May, 25, 2004, of the County of Boone, State of Missouri, herein Grantor(s), on this _____ day of _____, 20___ for the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does or do hereby Grant, Bargain, and Sell unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: 801 East Walnut Street, Rm. 315, Columbia, Missouri 65201), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

A small tract of land lying in the West half (W½) of the Southwest quarter (SW¼) of Section 6, Township 47 North, Range 11 West, in Boone County, Missouri, being a portion of the land described by the Warranty Deed recorded in Book 2648, Page 48, of the Boone County Recorder of Deeds Office, and being more particularly described as follows:

Commencing at the Southwest corner of Section 6, Township 47 North, Range 11 West; thence, along the West line of said Section 6, N 1°08'55" E, 4.69 feet to the Point of Beginning; thence, continuing along said West line, N 1°08'55" E, 30.40 feet; thence, leaving said West line, N 42°17'20" E, 7.97 feet to a point on the Westerly line of a waterline easement recorded in Book 400, Page 896; thence, along said Westerly line, S 9°48'00" W, 18.72 feet; thence, continuing along said Westerly line, S 7°17'55" W, 17.34 feet; thence, leaving said Westerly line, S 42°17'20" W, 0.86 feet to the Point of Beginning and containing 81.2 square feet more or less.

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that this easement may not be terminated or amended without the prior written consent of BOONE COUNTY, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

BOONE COUNTY, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

EXHIBIT "C-2"

The Grantor(s), as Trustee(s) of said Trust hereby covenant(s) as follows:

- 1) Grantor(s) hold(s) title to the above-described real estate; and
- 2) Grantor(s), as Trustee(s) of said Trust, has or have full power and authority to convey an interest in the real estate composing a portion of the Trust corpus, and is or are acting pursuant to express authority as specified in said Trust; and
- 3) The said Trust continues in full force and effect as of the date of execution of this easement.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set his or her or their hand(s) this ____ day of _____, 20__

By: _____
Mark E. Abramovitz, Trustee

By: _____
Terry J. Elwing, Trustee

STATE OF MISSOURI }
 } SS
COUNTY OF BOONE }

On this _____ day of _____, 20__ before me personally appeared Mark E. Abramovitz and Terry J. Elwing, to me known to be the person or persons described in and who executed the foregoing instrument on behalf of said trust pursuant to authority to convey as set forth in said trust instrument and acknowledged that he or she or they executed the same for the purposes therein stated.

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

Notary Public

EXHIBIT "D"

Relocation and Replacement Cost Estimate

Description	Boone County	Consolidated Water
Estimated Installation Cost - Labor & Material	\$ 16,559.05	\$ 9,197.56

Total Estimated Cost for Relocation \$ 25,756.61

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 18

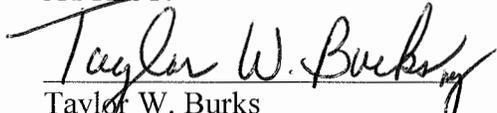
In the County Commission of said county, on the 15th day of February 20 18

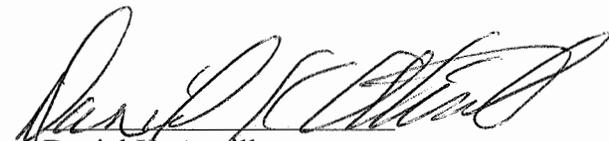
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached City of Columbia Joint Communications Invoice for the period of October – December, 2017 in the amount of \$25,694.86.

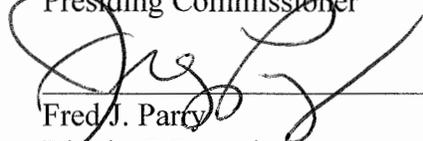
Done this 15th day of February, 2018

ATTEST:

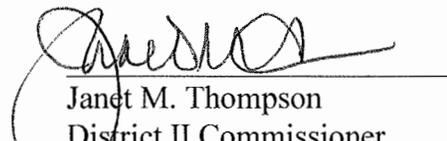

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner



2145 E County Dr
Columbia, MO 65202

Phone (573) 554-1000
Fax (573) 442-1497

MEMORANDUM

TO: Boone County Commission

FROM: Chad Martin, Director

DATE: February 6, 2018

RE: City of Columbia Joint Communications Invoice, October - December, 2017

Attached is the invoice from the City of Columbia pertaining to operating costs of the Joint Communications Center (911 call/dispatch center) for the period October 1, 2017 through December 31, 2017, in the amount of \$25,694.86

The County's FY 2017 budget includes an appropriation to reimburse the City of Columbia for operating costs of the 911 call center with such reimbursement to be made from the proceeds of the 3/8-cent sales tax dedicated to 911 and emergency management purposes.

The Boone County Auditor's Office and the Finance Department/Account Division of the City have agreed that the City will invoice the County on a quarterly basis for actual expenses incurred for the operation of the 911 call/dispatch center until such time that all operations, and associated costs, are transferred to the County. Documentation supporting the amounts invoiced has been provided by the City which have been reviewed. The documentation supports the invoiced amount and the invoiced expenses appear to be reasonable and directly related to the operations of the 911 Joint Communications call center.



CITY OF COLUMBIA
 FINANCE DEPARTMENT / CASHIERS
 PO BOX 6912
 COLUMBIA, MO 65205
 FOR QUESTIONS CALL: 573-874-7626

RECEIVED FEB 05 2018

INVOICE

Page 1 of 1

Invoice Date	Invoice No.
01/31/2018	16671
Customer Number	
1608	
Invoice Total Due	
\$25,694.86	
Due Date	
02/15/2018	

BOONE COUNTY-GOVERNMENT
 801 E WALNUT ST
 COLUMBIA, MO 65201

City of Columbia

Description	Quantity	Price	Original Bill	Adjustment	Paid	Amount Due
JOINT COMMUNICATIONS BOONE COUNTY EXPENDITURES FOR THE PERIOD OCTOBER-DECEMBER 2017.	1.00	\$25,694.86	\$25,694.86	\$0.00	\$0.00	\$25,694.86
<p>This account is due and payable to: City of Columbia. <i>Any remaining unpaid balance will be turned over to collections after 90 days.</i></p>				Invoice Total:	\$25,694.86	

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

Date: 01/31/2018
 Customer No: 1608

Name: BOONE COUNTY-GOVERNMENT
 Type: JOINT COMMUNICATIONS
 Invoice Total: \$25,694.86
 Amount Paid:

REMIT AND MAKE CHECK PAYABLE TO:
 CITY OF COLUMBIA
 FINANCE DEPARTMENT / CASHIERS
 PO BOX 6912
 COLUMBIA, MO 65205
 FOR QUESTIONS CALL: 573-874-7626

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call customer service at 874-7373.

Invoice No: 16671
 Due Date: 02/15/2018



Actual Expenses for BCJC

October - December 2017

As of 01/29/2018

Account Number	Account Name	Category	Accounting Period	Transaction Date	Transaction Description	Debit	Total Expenses
11003510 - 503044	IT SUPPORT & MAINT	Intragovernmental Charges	10	10/01/2017	IT SUPPORT		\$8,333.33
11003510 - 503044	IT SUPPORT & MAINT	Intragovernmental Charges	11	11/01/2017	IT SUPPORT		\$8,333.33
11003510 - 503044	IT SUPPORT & MAINT	Intragovernmental Charges	12	12/01/2017	IT SUPPORT		\$8,333.33
11003510 - 503050	FIBER OPTICS	Intragovernmental Charges	10	10/01/2017	FIBER OPTI		\$96.17
11003510 - 503050	FIBER OPTICS	Intragovernmental Charges	11	11/01/2017	FIBER OPTI		\$96.17
11003510 - 503050	FIBER OPTICS	Intragovernmental Charges	12	12/01/2017	FIBER OPTI		\$96.17
Total Intragovernmental Charges							\$25,288.51
11003510 - 501820	COMPUTER/ELECTRONIC	Supplies & Materials	12	12/01/2017	MULES		\$406.35
Total Supplies & Materials							\$406.35
Total 4th quarter							\$25,694.86