

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 17th day of May 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 3-160513TV Street Sweepers to purchase one 2014 Stewart-Amos Starfire S-4XL Sweeper mounted on a Freightliner M2-106 chassis with single steer 240 HP Allison 2500 RDS air ride suspension from Cummings, McGowan & West, Inc.

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.

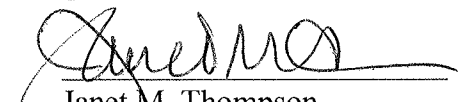
Done this 17th day of May, 2018

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

**PURCHASE AGREEMENT  
FOR  
2014 Stewart-Amos Starfire S-4XL**

**THIS AGREEMENT** dated the 17<sup>th</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cummings, McGowan & West, Inc.** of St Louis, Missouri, 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) 2014 Stewart-Amos Starfire S-4XL Sweeper mounted on a Freightliner M2-106 chassis with single steer 240 HP Allison 2500 RDS air ride suspension.** The Cummings, McGowan & West Inc. quote dated 4/12/2018, the Missouri Department of Transportation Contract **3-160513TV** 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 **3-160513TV** 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) **2014 Stewart-Amos Starfire S-4XL Sweeper Mounted on a Freightliner M2-106 chassis with single steer 240 HP Allison 2500 RDS air ride suspension** as follows:

	<u>Unit Price</u>
<b>2014 Stewart-Amos Starfire S-4XL</b>	<b>\$155,000.00</b>
<ul style="list-style-type: none"> <li>• 4.5 Cu. Yd. Hopper – RIGHT side Dump</li> <li>• 52" dual side gutter brooms with in-cab controls</li> <li>• Chevron Strip Main Broom 10" Mandrel – 58" X 36"</li> <li>• Heavy Duty Wear Resistant 8 Squeegee Chain Conveyor</li> <li>• Operated by auxiliary 59 HP Kubota Tier IV interim diesel engine</li> <li>• Auto shutdown with alarm indicator</li> <li>• 330-gallon dual molded polyethylene water tank with 3.6 GPM water pump</li> <li>• Standard lighting package</li> <li>• Hopper camera and vibrator</li> <li>• And all other standard equipment</li> </ul>	
<b>Total</b>	<b>\$155,000.00</b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 120 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

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

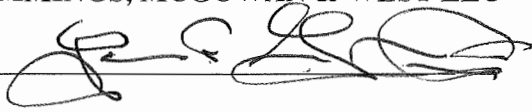
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **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.

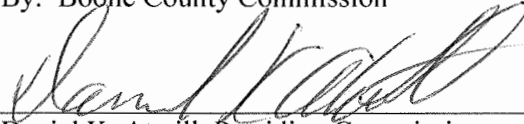
**CUMMINGS, MCGOWAN & WEST LLC**

By 

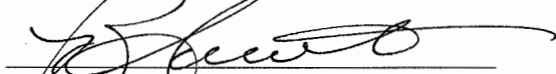
Title Pres

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

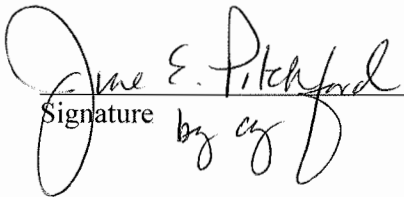
APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
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.)

  
Signature by *ag D*

5/10/18  
Date

2040-92300 - \$155,000  
Appropriation Account

## STANDARD CONTRACT 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.

April 12, 2018



Equipment

Mr. Robby Sapp  
Rickey Harvey  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

8668 Olive Blvd.  
St. Louis, MO 63132  
314-993-1336

Dear Gentlemen,

We are pleased to quote the following for your consideration,

**ONE** 2014 Stewart-Amos Starfire S-4XL Sweeper Mounted on a Freightliner M2-106 chassis with single steer 240 HP Allison 2500 RDS air ride suspension

- 4.5 Cu. Yd. Hopper - RIGHT side dump
- 52" dual side gutter brooms with in-cab controls
- Chevron Strip Main Broom 10" Mandrel - 58" X 36"
- Heavy Duty Wear Resistant 8 Squeegee Chain Conveyor
- Operated by auxiliary 59 HP Kubota Tier IV interim diesel engine
- Auto shutdown with alarm and indicator
- 330 gallon dual molded polyethylene water tank with 3.6 GPM water pump
- Standard lighting package
- Hopper camera and vibrator
- And all other standard equipment
- 

**Eq# 6821**

**Sweeper Hours: 500**

**Chassis Mileage: 11,625**

**Price**

**job: CMW Yard**

**\$155,000.00**

**Note:** Includes complete oil/fluid change

**Price of New S-4XL**

**\$225,000.00**

**Terms**

Net due at time of shipment or pick-up.

All prices are current but subject to change.

All prices are plus any applicable taxes.

We thank you for the opportunity to quote the above equipment and look forward to being of service to you.

Sincerely,

CUMMINGS, MCGOWAN & WEST

Dan Doherty  
Area Manager

**Missouri Department of Transportation**  
**Bid Tabulation of RFB 3-160513TV**  
**1st Renewal**  
**Street Sweepers**  
**Opened on 5/13/16**  
**Multiple Award**

**VENDOR INFORMATION**

**Name:** Armor Equipment  
**Contact name:** Dennis T. Callanan or Tripp Manheimer  
**Address Line:** 1368 Lonedell Rd.  
**Address Line:** Arnold, MO 63010  
**Telephone #:** 1-636-296-7119  
**Email:** [dennisc@armor-equip.com](mailto:dennisc@armor-equip.com)      [Tripp@armor-equip.com](mailto:Tripp@armor-equip.com)  
**Cooperative:** Yes (FOB same as MoDOT)  
**Districts:** All

**Name:** WM. Nobbe & Co  
**Contact name:** James M. Wesbecher  
**Address Line:** 12615 State Rt. A  
**Address Line:** Ste. Genevieve MO. 63670  
**Telephone #:** 1-800-316-5703  
**Email:** [jwesbecher@wmnobb.com](mailto:jwesbecher@wmnobb.com)  
**Cooperative:** Yes (FOB same as MoDOT)  
**Districts:** All

**Name:** Schwarze Industries, Inc.  
**Contact name:** Joe Hendrickson  
**Address Line:** 1055 Jordan Road  
**Address Line:** Huntsville, AL 35811  
**Telephone #:** 256-990-1755  
**Email:** [jhendrickson@schwarze.com](mailto:jhendrickson@schwarze.com)  
**Cooperative:** Yes (FOB same as MoDOT)  
**Districts:** All

**Name:** Cummings, McGowan & West, Inc.  
**Contact name:** Doug Cornett  
**Address Line:** 8668 Olive Blvd.  
**Address Line:** St. Louis, MO 63132  
**Telephone #:** 314-993-1336  
**Email:** [info@cmw-equip.com](mailto:info@cmw-equip.com)  
**Cooperative:** Yes (FOB same as MoDOT)  
**Districts:** SL, SE (Sikeston), NE (Hannibal), CD (Jefferson City)

**Name:** Global Environmental Products, Inc.  
**Contact name:** Sebastian Mentelski  
**Address Line:** 5405 Industrial Parkway  
**Address Line:** San Bernardino, CA 92407  
**Telephone #:** 909-713-1600  
**Email:** [smentelski@globalSweeper.com](mailto:smentelski@globalSweeper.com)  
**Cooperative:** Yes (FOB same as MoDOT)  
**Districts:** ALL

**Name:** Key Equipment Supply Co.  
**Contact name:** Ed L. Stallons  
**Address Line:** 13506 Northwest Industrial DR.  
**Address Line:** Bridgeton, MO 63044  
**Telephone #:** 1-314-298-8330  
**Email:** [ed@keyequipment.com](mailto:ed@keyequipment.com)  
**Cooperative:** Yes (FOB same as MoDOT)  
**Districts:** All

Missouri Department of Transportation  
 Bid Tabulation of Request 3-160513TV  
 Street Sweepers  
 Opened on  
 Multiple Award

Item # 4: Outright purchase of one (1) new Four Wheel Mechanical Street Sweeper

Vendors

CMW Key Equipment Supply Co. Key Equipment Supply Co. Key Equipment Supply Co. Key Equipment Supply Co. Key Equipment Supply Co. WM. Nobble and Co

Sweeper	Make/Model	Stewart Amos Starfire S-4XXL	Elgin Eagle	Elgin Eagle	Elgin Eagle	Elgin Broom Bear	Elgin Broom Bear	Johnston ES351 single engine
	Price	\$ 262,293.00	299215	321715	322515	296660	288895	\$ 259,950.00
Cab/Chassis	Make/Model	Freightliner/M2-106	Freightliner/M2	Peterbilt/220	AutoCar/Xpert	International/Navistar 4400	Freightliner/M2	Freightliner/M-2
Engine/HP	Engine	Cummins ISB/240 HP	Cummins	Paccar PX-7	Cummins	Diesel 6 cyl 570 cubic inch	6 cylinder diesel	Cummins/260HP
Electrical System	Amps	160	160	160	160	160	160	120
	Volts	12	12	12 and 24	12	12	12	12
Sweeper (Regenerative/Vacuum) Brooms		N/A						NA
	(Hydraulic/Mech)	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
Auxiliary Engine	Engine	Kubota	Cummins	Cummins	Cummins	None	None	NA
	Cylinders	4						NA
	HP/RPM	59/2600	55KW/2500 RPM	55KW/2500 RPM	55KW/2500 RPM	55KW/2500 RPM		NA
	Size of Fuel Tank	50	50	50	50	50	50	NA
Water System	GPM	3.6						9
	PSI	40						50
	Tank Size	330	360	360	360	360	360	360 gal
Under Body Transfer Broom	Dimensions	36"x58"	60" x 34"	60" x 34"	60" x 34"	60" x 34"	60" x 34"	34.5 x 58
	Operation	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
Gutter Broom	Quantity	2	2	2	2	2	2	2
	Dimensions	54"	36"	36"	36"	36"	36"	44"
Hopper Size	Material	Steel with Epoxy liner	Stainless Steel	Stainless Steel	Stainless Steel	Stainless Steel	Stainless Steel	
	Cubic Yd	4.5	4.5	4.5	4.5	4.5	4.5	4.5
	Dump Height	variable from 36" to 136"	38" x 120"	38" x 120"	38" x 120"	38" x 120"	38" x 120"	Up to 14 FL

MODOT Requested Options

Option 1 : Cab Raise Assist Jack	NA	Included	Included	Included (based on Chassis)	Included	Included in cab over	NA
Option 2: Dual Operating controls - RH/LH	Standard	Included	Included	Included in price	Included	included	Standard
Option 3: Stainless Steel hopper	\$ 11,710.00	Included	Included	Included in price	Included	included	Standard

Bidder Suggested Options

Stewart Amos Starfire S-4XL	Elgin Eagle	Elgin Eagle	Elgin Eagle	Elgin Broom Bear	Elgin Broom Bear	Johnston ES351
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MSRP	0	0	0	0	0	0	3%
ARO	120	45-120	45-120	45-120	45-120 days	45-120 days	90 days
Districts	SL, SE, NE, CD	All Districts	All Districts	All Districts	All Districts	All Districts	All Districts
Standard Warranty (length, coverage, etc.)		12 month from date of delivery	12 month from date of delivery	12 month from date of delivery	12 months from date of delivery	12 months from date of delivery	2 years/2000 hours. Life time hopper warranty

Straight Lease

		All Lease Units must use OEM Parts					
36 month	Quarterly	\$ 19,000.00					\$ 18,456.57
	End of Lease	\$ 145,000.00					\$ 51,990.00
	Overage/Hr	35/HR					\$ 73.82
48 month	Quarterly	\$ 19,000.00					\$ 14,974.37
	End of Lease	\$ 135,000.00					\$ 38,992.50
	Overage/Hr	35/HR					\$ 59.89
60 month	Quarterly	\$ 19,000.00					\$ 12,898.88
	End of Lease	\$ 120,000.00					\$ 25,995.00
	Overage/Hr	35/HR					\$ 51.59
Hours Usage per year		2100 Hrs					1000 HR



## **Mechanical Broom Truck Mounted Street Sweeper – Item #4**

### **General**

- The intent of this specification is to secure the latest model and design “Mechanical Broom Street Sweeper”, high dump mechanical street sweeper capable of removing litter, debris, etc. from street surfaces that shall effectively control dust with use of water. All items appearing in Manufacturer’s published literature and specifications as standard are assumed to be included in bidder’s proposal.

### **Cab/Chassis**

- Must be diesel engine; Shatterproof safety glass, tinted windshield and all windows; Dual two-speed windshield wipers with intermittent feature and washers; factory installed AC/Heater and defroster; high back air suspension bucket seats or mid-back in air ride seats for both operator positions.
- Dual operating controls, RH and LH Operator positions with all O.E.M.components , AM/FM radio, LH and RH grab handles, seatbelts, LH and RH electric remote West Coast type outside mirrors, with 8” convex spot mirrors.
- RH gauge package shall be identical to original LH gauge package on dash
- Controls for all drive and sweeping functions shall be in-cab mounted.
- Engine protection system utilizing coolant temperature, oil pressure, etc.
- Minimum H.P. on chassis engine to be 200
- Chassis must have a minimum 32,000 pound GVWR and meet all emissions and motor vehicle standards

### **Auxiliary Engine**

- Minimum 4 cylinder turbocharged diesel. Must meet minimum federal emissions. Fuel injected; dry type air cleaner
- A shutdown shall be supplied which stops the engine when the hydraulic oil in the reservoir falls below the acceptable level required.
- A shutdown shall be supplied which stops the engine when the engine temperature and oil pressure falls below the acceptable level required.

### **Instruments, Inside cab mounted**

- Water temperature, oil pressure and diesel gauges for all engines, ammeter, speedometer/odometer, tachometer, electric hour meter for all engines, broom hour meter. All instruments are to be located on dash of cab, centrally located for good vision from operator position(s).

### **Electrical System, 12 Volt**

- Complete 12 volt electrical system with a min. of 120 amp alternator and min. dual 925 CCA batteries
- (Preferred) Wiring harnesses are to be color coded with a preference for hot stamping and labeling a min. of every 12”.
- Battery box/holder(s) shall be mounted to chassis easily accessible

### **Steering**

- Full power hydraulic

### **Hopper**

- Minimum capacity 4 cubic yards; controlled from inside the cab. Dash mounted full load indicator light shall be furnished. Hopper inspection door to be included on the street side of the unit. An auxiliary emergency hopper lift system shall be included if needed for access to engine components.
- Hopper must have the ability to ground dump or dump at infinite levels up to a minimum of 9 ft. 6 inches height for truck loading. Fixed dump height units will NOT be acceptable.

### **Hydraulic System**

- Complete with all pumps and motors for driving elevator, pickup broom, gutter brooms and for operation of lift functions and steering.

### **Sweeping/Cleaning Equipment**

- Hopper and all wear areas are to be stainless steel or equivalent sprayed on LifeLiner coating in entire hopper area.

### **Pickup Broom**

- Full floating with spring or air bag suspension, pneumatically or hydraulically raised and lowered.

### **Side or Gutter Brooms(LH and RH)**

- Free floating spring suspension, pneumatic or hydraulic lift control, automatic retract. The segments shall be disposable and quick replaceable type. Travel width not to exceed 8'. Core and Brooms to be Manufactures\_ standard. Side broom tilt with in-cab controls.

### **Water System**

- Industrial grade polyethylene or stainless steel water tank with filler hose pump, spray bars over each gutter broom and pickup broom; front spray bar; and tank level indicator
- Front mounted spray bar
- Stainless Steel mesh filter required in the water system to prevent spray bars from clogging.
- Hydrant fill hose required, minimum 16 feet.

### **Automatic Lubrication System**

- Complete with individually calibrated injector pumps and lines for each grease point. An electronic controller will allow for adjustment of lubrication cycles. A manual override button will provide for testing.

### **Engine, Sweeper (if applicable)**

- Minimum 4-cylinder turbo charged diesel; engine should have air-cleaner wet pre-cleaner, full flow oil filter, variable RPM control, temperature and oil shut-off, and emergency shut-off
- Engine must meet minimum federal emissions standards
- Engine compartment to be easily accessible from left and right for service

### **Control Panel**

- Shall include all sweeping and auxiliary engine controls. The control panel shall be mounted forward in the truck cab on a swivel base to allow easy viewing and access to all controls from either operator's position

### **Arrow Board**

- Arrow board specifications are attached. **LED warning lights shall be utilized.** Please list any alternative method and specifications for less cumbersome arrow signaling that will maintain the 6' X 3' size and effectiveness of safety. Price shall not exceed that of standard specifications. All new provisions subject for review by Missouri Department of Transportation Operations Division. *If any questions, please call the District or General Services.*

### **Accessories**

- A LifeLiner Coating or equivalent epoxy shall be provided to cover the entire interior surface in the hopper in lieu of grade 304 Stainless Steel or equivalent.

### **Safety Systems**

- Backup alarm when transmission is placed in reverse, all sweep functions shall stop rotating and rise.
- Two (2) top-mounted **LED warning** lights shall be supplied with light protector. One (1) **LED warning** light to be mounted rear of unit and one (1) **LED warning** light to be mounted rear of cab, but not on cab itself.
- Two (2) flush mounted **LED warning** lights shall be installed in tailgate/bumper, bottom right and left hand corner.
- A back-up camera shall be mounted to rear of hopper with a color monitor mounted in cab to the dash to show Operator performance behind sweeper and for safety when backing up

### **Paint**

- Color to be "Highway Yellow" #13432 or manufacturer's standard safety or industrial yellow over a prime coat. (IF YOU HAVE ANY QUESTIONS REGARDING COLOR PLEASE CONTACT THIS OFFICE.)

### **Options**

- Cab over trucks should include an *option* for a cab jack on the Bid Sheet. A cab jack will assist in raising the cab to prevent personal injury (e.g. Back strain). Ease of operability and safety are important features to MoDOT.

**REQUEST FOR  
BID (RFB) FORM**

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

REQUEST NO.	3-160513TV
DATE	April 25, 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; May 13, 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](mailto:tom.veasman@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-4404

The purpose of this Request For Bids (RFB) is to establish contracts to furnish **Street Sweepers** 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 **Street Sweepers**. 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., May 13, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at no charge from: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/ReeversSweepers.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, Wednesday, May 4, 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](mailto: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/ReeversSweepers.htm> in the form of a written addendum. It is anticipated this addendum will be issued on Thursday, May 5, 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.

**Date:** \_\_\_\_\_  
**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 **street sweepers** 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, May 13, 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 **street sweepers** 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) Training, Manuals and Technical Service Requirements
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) Terms and Conditions
  - 9) Map of MoDOT Districts by County
  - 10) MoDOT Master Short Term Lease Agreement

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide **street sweepers**, 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
- l. Hereinafter, each location shall be also referred to as “individual delivery destination”.

**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 should 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 May 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 award 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 an award renewal period.
  - 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.

**2.6 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 bidder.
- b. It will be the responsibility of the bidder to examine the condition of the equipment offered for trade. The bidder must not impose any mandatory requirements or restrictions on equipment disposal.
- c. 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.
- d. 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:**

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

**2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and bidder. It will be the responsibility of the bidder 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 “**3-160513TV Street Sweepers**”.
- 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, individual delivery destinations 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.

**ITEM # 1: Outright purchase of one (1) new Three Wheel or Four Wheel (Vacuum) or Regenerative Air Street Sweeper meeting the attached MoDOT specification.**

I am bidding (SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

Cab/Chassis: Make \_\_\_\_\_ Model \_\_\_\_\_ Engine \_\_\_\_\_

Electrical System: Amps \_\_\_\_\_ Volts \_\_\_\_\_

Sweeper (Regenerative or Vacuum) \_\_\_\_\_ Brooms (Hydraulic or Mech.) \_\_\_\_\_

Auxiliary Engine: Engine \_\_\_\_\_ Cylinders \_\_\_ HP/RPM \_\_\_\_\_ Size of fuel tank \_\_\_\_\_

Water System: GPM \_\_\_\_\_ PSI \_\_\_\_\_ Tank size \_\_\_\_\_

Under Body Transfer Broom: Dimensions \_\_\_\_\_ Operation \_\_\_\_\_

Gutter Broom: Quantity \_\_\_\_\_ Dimensions \_\_\_\_\_

Hopper Size (Material) \_\_\_\_\_ Cub. Yd. ( \_\_\_\_\_ ) Hopper Dump Height \_\_\_\_\_

**MoDOT Requested Options:**

<u>Option:</u>	<u>Price:</u>	<u>Option:</u>	<u>Price</u>
1. Cab Raise Assist Jack	\$ _____	4. Power windows	\$ _____
2. Cruise control/tilt steering	\$ _____	5. Direct drive fan in lieu of belt	\$ _____
3. Cloth interior	\$ _____	6. Broom inside regenerative pick-up head	\$ _____

**Bidder Suggested Options: Please indicate and list any additional options and its pricing you want to offer:**

7. _____	\$ _____	8. _____	\$ _____
9. _____	\$ _____	10. _____	\$ _____
11. _____	\$ _____	12. _____	\$ _____
13. _____	\$ _____	14. _____	\$ _____

In addition to the preceding sweeper options, bidders may submit their complete Price List of sweeper options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all sweeper options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

Delivery will be made approximately \_\_\_\_\_ days after receipt of order.

Standard Warranty (length, coverage, etc.) \_\_\_\_\_

**Straight Lease**

**Item #:1A Lease of Three Wheel or Four Wheel (Vacuum) or Regenerative Air Street Sweeper meeting the attached MoDOT specification of Item #1. MoDOT to perform daily maintenance. Bidder to perform all other maintenance to include: 1) chassis and related components 2) sweeper and related components with the exception of gutter brooms and main brushes 3) transporting of equipment to and from bidder's facility for any repairs or maintenance required (if said repairs or maintenance cannot be completed at MoDOT' site). Liability and insurance responsibility is defined in the MoDOT Short Term Lease Agreement (Form GS07) which bidders will be required to sign in order to lease equipment to MoDOT.**

(SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

<u>36 Month Lease</u>		<u>48 Month Lease</u>		<u>60 Month Lease</u>	
<u>Quarterly</u>	<u>End of lease</u>	<u>Quarterly</u>	<u>End of lease</u>	<u>Quarterly</u>	<u>End of lease</u>
<u>Payment</u>	<u>Purchase Price</u>	<u>Payment</u>	<u>Purchase Price</u>	<u>Payment</u>	<u>Purchase Price</u>
_____	_____	_____	_____	_____	_____

This lease assumes a maximum of \_\_\_\_\_ hours usage per year per unit. Payment for hours exceeding maximum shall be billed using the overage rates below.

Overage/Hr \_\_\_\_\_

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

- |                                              |                                                |
|----------------------------------------------|------------------------------------------------|
| <b>Northwest District (St. Joseph)</b> _____ | <b>Northeast District (Hannibal)</b> _____     |
| <b>Kansas City District</b> _____            | <b>Central District (Jefferson City)</b> _____ |
| <b>St. Louis District</b> _____              | <b>Southwest District (Springfield)</b> _____  |
| <b>Southeast District (Sikeston)</b> _____   | <b>ALL DISTRICTS</b> _____                     |

**ITEM # 2: Outright purchase of one (1) new Mechanical Broom, with Vacuum-Assist Filtration Street Sweeper meeting the attached MoDOT specification.**

I am bidding (SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

Price: \$ \_\_\_\_\_

Cab/Chassis: Make \_\_\_\_\_ Model \_\_\_\_\_ Engine \_\_\_\_\_

Electrical System: Amps \_\_\_\_\_ Volts \_\_\_\_\_

Sweeper (Regenerative or Vacuum) \_\_\_\_\_ Brooms (Hydraulic or Mech.) \_\_\_\_\_

Auxiliary Engine: Engine \_\_\_\_\_ Cylinders \_\_\_\_\_ HP/RPM \_\_\_\_\_ Size of fuel tank \_\_\_\_\_

Water System: GPM \_\_\_\_\_ PSI \_\_\_\_\_ Tank size \_\_\_\_\_

Under Body Transfer Broom: Dimensions \_\_\_\_\_ Operation \_\_\_\_\_

Gutter Broom: Quantity \_\_\_\_\_ Dimensions \_\_\_\_\_

Hopper Size (Material) \_\_\_\_\_ Cub. Yd. ( \_\_\_\_\_ ) Hopper Dump Height \_\_\_\_\_

**MoDOT Requested Options:**

Option: \_\_\_\_\_ Price: \_\_\_\_\_

1. Cab Raise Assist Jack \$ \_\_\_\_\_

**Bidder Suggested Options: Please indicate and list any additional options and its pricing you want to offer:**

- |          |          |          |          |
|----------|----------|----------|----------|
| 2. _____ | \$ _____ | 3. _____ | \$ _____ |
| 4. _____ | \$ _____ | 5. _____ | \$ _____ |
| 6. _____ | \$ _____ | 7. _____ | \$ _____ |
| 8. _____ | \$ _____ | 9. _____ | \$ _____ |

In addition to the bidder recommended sweeper options listed above, bidders may submit their complete Price List of sweeper options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all sweeper options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

Delivery will be made approximately \_\_\_\_\_ days after receipt of order.

Standard Warranty (length, coverage, etc.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Straight Lease**

**Item #:2A** Lease of **Mechanical Broom, with Vacuum-Assist Filtration Street Sweeper** meeting the attached MoDOT specification of Item #2. MoDOT to perform daily maintenance. Bidder to perform all other maintenance to include: 1) chassis and related components 2) sweeper and related components with the exception of gutter brooms and main brushes 3) transporting of equipment to and from bidder's facility for any repairs or maintenance required if said repairs or maintenance cannot be completed at MoDOT' site. Liability and insurance responsibility is defined in the MoDOT Short Term Lease Agreement (Form GS07) that bidders will be required to sign in order to lease equipment to MoDOT.

(SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

<u>36 Month Lease</u>		<u>48 Month Lease</u>		<u>60 Month Lease</u>	
<u>Quarterly Payment</u>	<u>End of lease Purchase Price</u>	<u>Quarterly Payment</u>	<u>End of lease Purchase Price</u>	<u>Quarterly Payment</u>	<u>End of lease Purchase Price</u>
_____	_____	_____	_____	_____	_____

This lease assumes a maximum of \_\_\_\_\_ hours usage per year per unit. Payment for hours exceeding annual maximum shall be billed using the overage rates below.

Overage/Hr \_\_\_\_\_

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Item #2 and #2A. (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 _____                     |

**ITEM #3: Outright purchase of one (1) new Mechanical Street Sweeper, minimum 3.5 cubic yards to 4 cubic yards meeting the attached MoDOT specification.**

I am bidding (SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

Price: \$ \_\_\_\_\_

Cab/Chassis: Make \_\_\_\_\_ Model \_\_\_\_\_ Engine \_\_\_\_\_

Electrical System: Amps \_\_\_\_\_ Volts \_\_\_\_\_

Sweeper (Regenerative or Vacuum) \_\_\_\_\_ Brooms (Hydraulic or Mech.) \_\_\_\_\_

Auxiliary Engine: Engine \_\_\_\_\_ Cylinders \_\_\_\_\_ HP/RPM \_\_\_\_\_ Size of fuel tank \_\_\_\_\_

Water System: GPM \_\_\_\_\_ PSI \_\_\_\_\_ Tank size \_\_\_\_\_

Under Body Transfer Broom: Dimensions \_\_\_\_\_ Operation \_\_\_\_\_

Gutter Broom: Quantity \_\_\_\_\_ Dimensions \_\_\_\_\_

Hopper Size (Material) \_\_\_\_\_ Cub. Yd. ( \_\_\_\_\_ ) Hopper Dump Height \_\_\_\_\_

**MoDOT Requested Options:**

<u>Option:</u>	<u>Price:</u>	<u>Option:</u>	<u>Price</u>
1. Cab Raise Assist Jack	\$ _____	2. Dual operating controls-RH/LH	\$ _____

**Bidder Suggested Options: Please indicate and list any additional options and its pricing you want to offer:**

- 3. \_\_\_\_\_ \$ \_\_\_\_\_
- 4. \_\_\_\_\_ \$ \_\_\_\_\_
- 5. \_\_\_\_\_ \$ \_\_\_\_\_
- 6. \_\_\_\_\_ \$ \_\_\_\_\_
- 7. \_\_\_\_\_ \$ \_\_\_\_\_
- 8. \_\_\_\_\_ \$ \_\_\_\_\_

In addition to the bidder recommended sweeper options listed above, bidders may submit their complete Price List of sweeper options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all sweeper options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

Delivery will be made approximately \_\_\_\_\_ days after receipt of order.

Standard Warranty (length, coverage, etc.) \_\_\_\_\_

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

**Straight Lease**

**Item #:3A** Lease of **Mechanical Street Sweeper, minimum 3.5 cubic yards to 4 cubic yards** meeting the attached MoDOT specification of Item #3. MoDOT to perform daily maintenance. Bidder to perform all other maintenance to include: 1) chassis and related components 2) sweeper and related components with the exception of gutter brooms and main brushes 3) transporting of equipment to and from bidder's facility for any repairs or maintenance required if said repairs or maintenance cannot be completed at MoDOT' site. Liability and insurance responsibility is defined in the MoDOT Short Term Lease Agreement (Form GS07) that bidders will be required to sign in order to lease equipment to MoDOT.

(SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

<u>36 Month Lease</u>		<u>48 Month Lease</u>		<u>60 Month Lease</u>	
<u>Quarterly</u>	<u>End of lease</u>	<u>Quarterly</u>	<u>End of lease</u>	<u>Quarterly</u>	<u>End of lease</u>
<u>Payment</u>	<u>Purchase Price</u>	<u>Payment</u>	<u>Purchase Price</u>	<u>Payment</u>	<u>Purchase Price</u>
_____	_____	_____	_____	_____	_____

This lease assumes a maximum of \_\_\_\_\_ hours usage per year per unit. Payment for hours exceeding annual maximum shall be billed using the overage rates below.

Overage/Hr. \_\_\_\_\_

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Item #3 and #3A. (Bidders are responsible for servicing all counties within the district(s) selected.)**

- |                                              |                                                |
|----------------------------------------------|------------------------------------------------|
| <b>Northwest District (St. Joseph)</b> _____ | <b>Northeast District (Hannibal)</b> _____     |
| <b>Kansas City District</b> _____            | <b>Central District (Jefferson City)</b> _____ |
| <b>St. Louis District</b> _____              | <b>Southwest District (Springfield)</b> _____  |
| <b>Southeast District (Sikeston)</b> _____   | <b>ALL DISTRICTS</b> _____                     |



**ITEM # 4: Outright purchase of one (1) new Four Wheel Mechanical Street Sweeper meeting the attached MoDOT specification.**

**I am bidding (SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_**

**Price: \$ \_\_\_\_\_**

**Cab/Chassis: Make \_\_\_\_\_ Model \_\_\_\_\_ Engine \_\_\_\_\_**

**Electrical System: Amps \_\_\_\_\_ Volts \_\_\_\_\_**

**Sweeper (Regenerative or Vacuum) \_\_\_\_\_ Brooms (Hydraulic or Mech.) \_\_\_\_\_**

**Auxiliary Engine: Engine \_\_\_\_\_ Cylinders \_\_\_\_\_ HP/RPM \_\_\_\_\_ Size of fuel tank \_\_\_\_\_**

**Water System: GPM \_\_\_\_\_ PSI \_\_\_\_\_ Tank size \_\_\_\_\_**

**Under Body Transfer Broom: Dimensions \_\_\_\_\_ Operation \_\_\_\_\_**

**Gutter Broom: Quantity \_\_\_\_\_ Dimensions \_\_\_\_\_**

**Hopper Size (Material) \_\_\_\_\_ Cub. Yd. ( \_\_\_\_\_ ) Hopper Dump Height \_\_\_\_\_**

**MoDOT Requested Options:**

<u>Option:</u>	<u>Price:</u>	<u>Option:</u>	<u>Price</u>
1. Cab Raise Assist Jack	\$ _____	2. RH operating controls & seat (same as LH)	\$ _____
3. Stainless steel hopper	\$ _____		

**Bidder Suggested Options: Please indicate and list any additional options and its pricing you want to offer:**

- |           |          |           |          |
|-----------|----------|-----------|----------|
| 4. _____  | \$ _____ | 5. _____  | \$ _____ |
| 6. _____  | \$ _____ | 7. _____  | \$ _____ |
| 8. _____  | \$ _____ | 9. _____  | \$ _____ |
| 10. _____ | \$ _____ | 11. _____ | \$ _____ |

In addition to the bidder recommended sweeper options listed above, bidders may submit their complete Price List of sweeper options with detailed pricing information for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all sweeper options available in your data book or pricing guides.

**% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount \_\_\_\_\_**

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

Standard Warranty (length, coverage, etc.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Straight Lease**

**Item #:4A** Lease of **Four Wheel Mechanical Street Sweeper** meeting the attached MoDOT specification of Item #4. MoDOT to perform daily maintenance. Bidder to perform all other maintenance to include: 1) chassis and related components 2) sweeper and related components with the exception of gutter brooms and main brushes 3) transporting of equipment to and from bidder's facility for any repairs or maintenance required if said repairs or maintenance cannot be completed at MoDOT' site. Liability and insurance responsibility is defined in the MoDOT Short Term Lease Agreement (Form GS07) that bidders will be required to sign in order to lease equipment to MoDOT.

(SWEEPER MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

<u>36 Month Lease</u>		<u>48 Month Lease</u>		<u>60 Month Lease</u>	
<u>Quarterly Payment</u>	<u>End of lease Purchase Price</u>	<u>Quarterly Payment</u>	<u>End of lease Purchase Price</u>	<u>Quarterly Payment</u>	<u>End of lease Purchase Price</u>
_____	_____	_____	_____	_____	_____

**This lease assumes a maximum of \_\_\_\_\_ hours usage per year per unit. Payment for hours exceeding annual maximum shall be billed using the overage rates below.**

Overage/Hr. \_\_\_\_\_

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Item #4 and #4A. (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 _____                     |

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

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 **Addresses of Missouri Offices or Places of Business.***

**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:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## 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 **Location Products are Manufactured or Produced.***

**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:

- 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.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**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 **Street Sweepers** 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 **Street Sweepers** 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 (6<sup>th</sup>) 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.





CCO Form: GS07  
Approved: 09/05 (BDG)  
Revised: 01/15 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MASTER SHORT TERM LEASE AGREEMENT**

THIS AGREEMENT is entered into by and between \_\_\_\_\_  
(hereinafter, "Lessor") and the Missouri Highways and Transportation Commission  
(hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission leases various tools or construction and heavy  
equipment from the Lessor from time to time, and

WHEREAS, Lessor and Commission intend to enter into short term equipment  
lease agreements pursuant to this Master Short Term Lease Agreement (the  
"Agreement"), the terms and conditions of which shall control any and all short term  
leases exchanged between the Lessor and the Commission.

NOW THEREFORE, in consideration of the above premises and mutual  
promises contained herein, and for the good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, the Lessor and the Commission mutually  
agree as follows:

(1) PRE EMINENCE OF MASTER SHORT TERM LEASE AGREEMENT  
AND TERM. The terms and conditions of this Agreement shall control all equipment  
lease transactions between the parties and shall supersede any and all written terms  
and conditions contained in Lessor rental agreement forms, documents, receipts, or  
memoranda except for the identification of the equipment to be rented by the  
Commission, the rental rate of the equipment, and return date of equipment. All other  
conditions contained in any Lessor rental agreement forms, documents, receipts, or  
memoranda shall be of no effect and force whatsoever. The initial term of the  
Agreement shall be for a period of two (2) years, automatically renewable upon mutual  
consent of the parties for one (1) additional two-year period. Either party may terminate  
the Agreement at any time and for any reason whatsoever upon sixty (60) days written  
notice to the other.

(2) NATURE OF THIS AGREEMENT. This purpose of the Agreement is to  
create and coordinate short-term lease transactions, which will allow the Commission to  
use the equipment provided by the Lessor as permitted by this Agreement. The  
Commission represents that the equipment leased pursuant to this Agreement is to be  
used solely and exclusively for Commission related activities. The Lessor retains  
equipment ownership. The Commission acknowledges that the Commission may not

transfer the equipment or any rights or obligations under this Agreement. The Commission shall not service or repair or alter the equipment without Lessor's prior written approval.

(3) EQUIPMENT: The Lessor will make available to Commission equipment referenced on the Lessor's equipment rental form, document or memorandum signed by an employee of Commission.

(4) TRAINING AND INSPECTION: The Lessor will provide a training session for Commission employees upon receipt of equipment. The training session may include inspection of the rented equipment for damage and how to report same, checking required fluid levels and general equipment operation.

(5) RETURN OF EQUIPMENT: The Commission will notify Lessor of intended equipment return upon acceptance of said equipment and as may be identified in the Lessor's rental form, document or memoranda. The Commission agrees that during the course of the rental, the equipment will be held in a safe and secure manner while it is in the Commission's care, custody or control.

(6) TITLE: The Lessor warrants that it is the lawful owner of the equipment and that the equipment is free from all encumbrances which would disturb the use of the equipment identified in the Rental Agreement Form.

(7) EQUIPMENT OPERATION. The following persons may operate the equipment: Commission and Missouri Department of Transportation employees, contractors, and agents, in the course of such employee's regular employment, and contractor employees during the course of performing work. Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law.

(8) LEASE CHARGES: The Commission will pay all lease charges, time, mileage, service, transportation, refueling service and other charges and sums in accordance with this Agreement. The basic daily, weekly or monthly lease rate will be identified on the equipment rental form, document, memoranda, or receipt and invoiced by the Lessor upon return of the equipment to the Lessor.

(9) RISK OF LOSS: The Commission shall be responsible for all loss of or damage to the equipment, unless such loss or damage results from latent defect(s) or fault or negligence on the part of Lessor, while on rental and in Commission's care, custody or control, including but not limited to, fire, flood, theft, comprehensive losses, collision and rollover. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value.

(10) INSURANCE: The Commission is self-insured against liability losses up to statutory insurance coverage caps, and will provide proof of self-insurance upon request by the Lessor.

(11) INDEMNIFICATION: The Lessor shall defend, indemnify and hold harmless the Commission, 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 Lessor's performance of its obligations under this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Lessor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CONDITION OF THE EQUIPMENT. The Lessor warrants the equipment, upon delivery to Commission, to be in good mechanical and merchantable condition. The Commission's acceptance or use of Equipment constitutes Commission's acknowledgment that the equipment is in working condition at that time. The Commission agrees to provide Lessor reasonable access to the equipment.

(14) FORCE MAJEURE/INFRINGEMENT. Any failure of performance by either party due to causes beyond reasonable control, including but not limited to acts of civil or military authority or Acts of God will not be deemed to be a default by either party.

(15) MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter of this Agreement. No change, modification or alteration of the terms hereof will be effective against either party unless it is in writing and signed by a duly authorized officer of both parties. If any provision or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

(16) EXECUTIVE ORDER: The Lessor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) 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.

(A) By signing this Agreement, the Lessor hereby certifies that any employee of the Lessor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Lessor 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 Lessor 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.

**[Drafter's Note: If applicable to extend the application of the EO to the subcontractors as well as contractors, use the following paragraph. Delete this note when agreement is complete and ready for execution.]**

(17) INCORPORATION OF PROVISIONS: The Lessor shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Lessor 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.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Lessor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

LESSOR

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

Commission Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 17th day of May 20 18

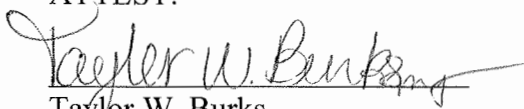
the following, among other proceedings, were had, viz:

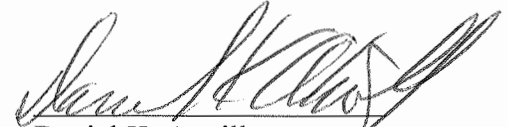
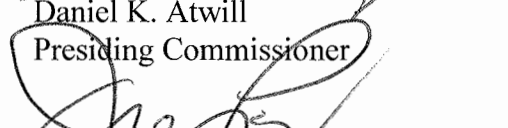
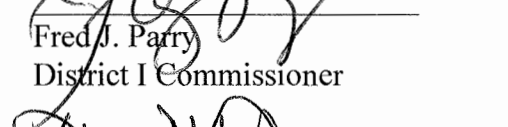
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia cooperative contract 25/2018 to purchase trap rock from Capital Sand Company, Inc.

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.

Done this 17th day of May, 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

**PURCHASE AGREEMENT  
FOR  
TRAP ROCK – TERM AND SUPPLY**

**THIS AGREEMENT** dated the 17<sup>th</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Capital Sand Company, Inc.**, herein “Contractor.”

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of **Trap Rock** in compliance with the City of Columbia Contract **58/2018**, Boone County Standard Terms and Conditions as well as the Contractor’s bid response. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement shall prevail and control over all other documents, and the City of Columbia Contract 58/2018 and the related bid documents shall prevail and control over the vendor’s bid response.

2. **Contract Duration** - This agreement shall commence on **the date of agreement and extend through March 31, 2019**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with trap rock on an as needed basis per the bid specifications.

Trap Rock, Grade B:	\$39.00 per ton, delivered
3/8” x 1/4” Trap Rock:	\$39.00 per ton, delivered
3/8” Osage River Rock or equal	\$21.50 per ton, delivered
Gravois Rock	\$38.75 per ton, delivered

4. **Delivery** - Contractor agrees to deliver the items/service as specified and as requested by the County and within 5-7 business days after receipt of order.

5. The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

6. **Billing and Payment** - All billing shall be to the Boone County Public Work’s Department and billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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





## **STANDARD CONTRACT 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.

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

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

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

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

**Certificate Holder address:**

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



**CITY OF COLUMBIA  
PURCHASING DIVISION**

Michelle Sorensen, CPPB, Procurement Officer  
701 E Broadway, 5<sup>th</sup> Floor  
COLUMBIA, MO. 65201  
Phone: (573) 874-6317  
[Michelle.Sorensen@como.gov](mailto:Michelle.Sorensen@como.gov)

April 17, 2018

**NOTIFICATION OF AWARD - CITY OF COLUMBIA**

**CONTRACT FOR: 58/2018 Trap Rock**

**Contract Period is April 17, 2018 through March 31, 2019**

Your firm has been awarded the contract herein in response to our recent Request for Quote Term & Supply. The purchase order for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

<b>CONTRACT NUMBER</b>	<b>ITEMS AWARDED</b>	<b>VENDOR</b>	<b>VENDOR NAME</b>
58/2018	See Attached	2744	Capital Sand Company, Inc. PO Box 104490 700 Mokane Rd. Jefferson City, MO 65110 Contact: Matt Kliethermes Phone: 573-634-3020 Fax: 573-636-5734 Email: <a href="mailto:mkliethermes@capitalsand.com">mkliethermes@capitalsand.com</a>

Notes from Procurement Officer:

Michelle Sorensen, CPPB  
Buyer/Purchasing  
573-874-6317

cc: Sam Thomas, Melinda Bobbitt (Boone County)

CITY OF COLUMBIA, MO  
REQUEST FOR QUOTATION

Subject: 58/2018 Trap Rock T&S

Capital Sand Company

			Year 1		Year 2		Year 3		Year 4		Year 5	
	UOM	QTY										
1	Per Ton	200	\$39.00	\$7,800.00								
Trap Rock, Grade B, as defined in Missouri Standard Specifications, Section 1003.2, washed and screened, and meeting the enclosed specifications. Rock to be delivered at the direction of the using department. Indicate the specific gravity in accordance with ASTM C127, and include the certified test report with your bid response. (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity).												
2	Per Ton	2000	\$39.00	\$78,000.00								
3/8" X 1/4" Trap Rock - as defined in Missouri Standard Specifications, Section 1003.2, washed and screened, and meeting the enclosed specifications. Rock to be delivered to at the direction of the using department. Indicate the specific gravity in accordance with ASTM C127, and include the certified test report with your bid response. (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity).												
3	Per Ton	2000	\$21.50 Delivered/ \$13.50 Ton FOB	\$43,000 / \$27,000								
3/8" Osage River Rock or equal. The specific gravity of the rock shall be 2.433 +.05 and meet ASTM C-33, size #89 Rock (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity).												
4	Per Ton	1	\$38.75 Delivered/ \$30.00 Ton FOB	\$38.75 / \$30.00								
Gravois Rock												

# City of Columbia Purchasing

## Bid Information

**Bid Owner** Michelle Sorensen Procurement Officer  
**Email** Michelle.Sorensen@CoMo.gov  
**Phone** (573) 874.6317  
**Fax** (  
**Bid Number** 58/2018  
**Title** Trap Rock Term and Supply  
**Bid Type** RFQ-F  
**Issue Date** 02/07/2018  
**Close Date** 2/20/2018 02:00:00 PM (CT)

## Contact Information

**Address** 701 East Broadway  
 Columbia, MO 65202  
**Contact** Michelle Sorensen  
**Department** Purchasing  
**Building**  
**Floor/Room** 5th Floor  
**Telephone** (573) 874.6317  
**Fax** (573) 874.7762  
**Email** michelle.sorensen@como.gov

## Ship to Information

**Address**  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone**  
**Fax**  
**Email**

## Supplier Information

**Company Name** Capital Sand Company, Inc.  
**Contact Name** Matt Kliethermes  
**Address** 700 Mokone Rd.  
 PO BOX 104990  
 Jefferson City, MO 65110  
**Telephone** 573-634-3020  
**Fax** 573-636-5734  
**Email** mkliethermes@capitalsand.com

## Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature



Date 2/15/18

## Bid Notes

Bidders may respond to this bid electronically on the bidding system, or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Bidders Response Packet" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division/5th floor, 701 E. Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit. Emailed and faxed bid submissions shall not be accepted, the response shall be considered non responsive.

## Bid Activities

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Terms & Conditions of Eblidding - Revised 8-26-13.pdf	
Header	Insurance - Standard Risk 2014 sp (3).pdf	Insurance Requirements
Header	W-9 form.pdf	W-9

(Not responding to this question will not impact the evaluation of this bid.)

- 13 Delivery All bids must be submitted FOB Destination, Columbia, Missouri. \_\_\_\_\_ (Required)
- 14 Required Information Bidders must provide with bid response all requested information, data sheets, etc to facilitate the evaluation process. Failure to provide this information may result in the rejection of your bid. \_\_\_\_\_ (Required)
- 15 SPECIFICATIONS FOR TRAP ROCK \_\_\_\_\_ (Required)

Trap rock is defined as being graded, crushed aggregate resulting from fine grained, dense igneous rock of Precambrian Rhyolite Porphyry origin generally occurring in the counties of Iron, Madison, St. Francois, Washington, and their adjacent counties.

Aggregate shall be washed, free of silt, clay or dust.  
Gradation Requirements: U.S. Standard Percent  
sieve size Passing 3/8" 100 #4 45 - 85 #10 0  
- 10

Evaluation of Bids:

This material is to be utilized by volume. However, it will be purchased by weight, and the following process will be used for the purpose of evaluating bids received. Bidders shall provide with their bid the bulk specific gravity (SSD) in accordance with ASTM C127, as derived by a certified materials testing laboratory within 12 months of the date of bid, from a representative material source to be utilized for this contract. For the purposes of comparing bids, an average bulk specific gravity of 2.80 will be used, and the price bid per ton increased or decreased by 0.21% for each 0.01 that the specific gravity exceeds or falls below the 2.80 base.

Example:

Bid Price- \$18.00/ton

Specific Gravity- 2.70

$2.80 - 2.70 = 0.10$  less than base

Conversion Factor:  $10 \times 0.0021 = .021$

As 2.70 is less than the 2.80 base, the conversion factor is subtracted from the price quoted; therefore, for bid analysis this bid shall be considered the equivalent of  $\$18.00 / 1.021 = \$17.63$

NOTE: Payment for this material will be made on the basis of the actual bid price. The conversion is shown solely to determine the effective low bidder.



Line Items

#	Qty	UOM	Description	Response
1	200	Per Ton	Trap Rock, Grade B, as defined in Missouri Standard Specifications, Section 1003.2, washed and screened, and meeting the enclosed specifications. Rock to be delivered at the direction of the using department. Indicate the specific gravity in accordance with ASTM C127, and include the certified test report with your bid response. (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity). Manufacturer: <u>Iron Mountain Trap Rock</u> Manufacturer #: _____	\$ <u>39<sup>00</sup></u> /ton (Optional) Unit Price
Supplier Notes: _____				
2	2,000	Per Ton	3/8" X 1/4" Trap Rock - as defined in Missouri Standard Specifications, Section 1003.2, washed and screened, and meeting the enclosed specifications. Rock to be delivered to at the direction of the using department. Indicate the specific gravity in accordance with ASTM C127, and include the certified test report with your bid response. (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity). Manufacturer: <u>Iron Mountain Trap Rock</u> Manufacturer #: _____	\$ <u>39<sup>00</sup></u> /ton (Optional) Unit Price
Supplier Notes: _____				
3	2,000	Per Ton	"3/8" Osage River Rock or equal. The specific gravity of the rock shall be 2.433 +.05 and meet ASTM C-33, size #89 Rock (This is an estimated quantity. City of Columbia reserves the right to add to or subtract from shown quantity)." Manufacturer: <u>Capital Sand Company, Inc.</u> Manufacturer #: _____	\$ <u>21<sup>50</sup></u> /ton delivered (Optional) Unit Price <u>\$13<sup>50</sup>/ton FOB</u>
Supplier Notes: _____				
4	1	Per Ton	Gravois Rock Manufacturer: <u>Capital Sand Company, Inc.</u> Manufacturer #: _____	\$ <u>39<sup>25</sup></u> /ton delivered (Optional) Unit Price <u>\$30<sup>00</sup>/ton FOB</u>
Supplier Notes: _____				



**Missouri Department of Transportation**

Central District  
David T. Silvester, District Engineer

1511 Missouri Blvd.  
P.O. Box 718  
Jefferson City, Missouri 65102  
573.751.3322  
Fax: 573.522.1059  
1.888.ASK MODOT (275.6636)

April 20, 2017

Capital Sand Co. Inc.  
Jason Branstetter  
P.O. Box 104990  
Jefferson City, MO 65110

Dear Mr. Branstetter:

A Source Approval sample was obtained from production by our personnel on February 22, 2017, from the Osage River at your quarry located at Longitude 92° 09' 48", Latitude 38° 26' 33" in Cole County, 3 miles south of Wardsville, Missouri and submitted to the Central Laboratory.

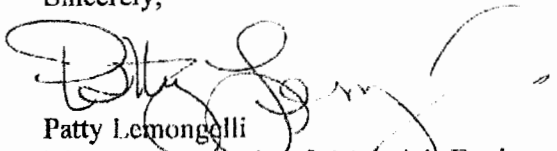
Source Approval has been obtained from the Central Laboratory, under Laboratory No. 17CDS2B045 for the production of 1" nominal max sized material to meet Section 1005 of the *Missouri Standard Specifications for Highway Construction*.

This constitutes approval of production from the above ledges subject to compliance to all other requirements of the specifications such as gradation and deleterious requirements.

Please refer to the attached quarry ledge information sheet for testing data and ledge history.

If you have any questions regarding this approval, please contact me at 573/694-0421.

Sincerely,



Patty Lemongelli  
District Construction & Materials Engineer  
Central District

Copies: Brett Trautman – co/ma  
George Davis – co/ma  
File

Short Name: Capital Sand #1  
Fac. No. 3006400615



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[www.modot.org](http://www.modot.org)



**QUARRY LEDGE INFORMATION SUMMARY - Source**

Apr 13, 2017

**Capital Sand #1, Wardsville (Osage Riv)**

**PH#  
(573)496-3535**

Wardsville

Cole

County

Longitude: -92.0948 Latitude: 38.2633

PS#: 3006400615

Ledge	Formation/ Member	Description/Components		Micro Deval	LA	SPG	Abs	Unit Weight	MoDOT T14	T104	T161
	Lab ID#	Date									
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1005, 1" max.. coarse aggregate for PCCM.									
1005GDCMGV	17CDS2B045	2017 0222		1.19	18	2.442	2.4	95	0.8	3	
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1005 coarse aggregate for PCCM.									
1005GDCMGV	16CDS2B025	2016 0218		1.25	18	2.440	2.4	93	1.0	2	
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1005 coarse aggregate for PCCM.									
1005GDCMGV	15CDS2B010	2015 0126		1.07	18	2.440	2.4	95	1.0	1	
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1005 coarse aggregate for PCCM.									
1005GDCMGV	14CDS2B006	2014 0116		1.71	19	2.428	2.4	91	0.9	3	
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1005 coarse aggregate for PCCM.									
1005GDCMGV	13CDS2B011	2013 0108		1.74	19	2.434	2.5	93	0.9	2	
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1002 coarse aggregate for HMA.									
100205..GV1	12CDS2B002	2012 0201		2.26	16	2.457	2.3				
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1005 coarse aggregate for PCCM.									
1005GDCMGV	12CDS2B075	2012 0201		2.26	16	2.457	2.3	105	1.1	2	
GRAVEL	Osage River gravel	Material represents Osage River Gravel									
		Sample complies with Specification 1005 coarse aggregate for PCCM.									
1005GDCMGV	115DLR089	2011 0713		1.21	17	2.438	2.4	94	0.8	0	

Missouri  
Department  
of Transportation



Mark Shelton, District Engineer

Southeast District  
2676 North Main Street  
P.O. Box 160  
Sikeston, MO 63801  
(573) 473-5333  
Fax (573) 472-5342  
Toll free 1-888 ASK MoDOT

October 05 , 2017

Southeast District – Materials  
Source Approval Sample  
Iron Mountain Trap Rock Company – Pit #3  
Iron Mountain, Missouri 63650

Mr. Clay Boushie  
Iron Mountain Trap Rock Company  
1325 Highway N  
Iron Mountain, Missouri 63650

Dear Mr. Boushie:

A Source Approval sample was obtained from production by our personnel from Ledge #1 at your quarry located in NW¼, Sec.31, T35N, R4E, in St. Francois County, 0.5 miles north of Iron Mountain, Mo. This sample was taken on August 08, 2017.

Source Approval has been obtained from the Central Laboratory (Lab # 17SES1S111) for the production of material to meet MoDOT Specification Section 1005 Coarse Aggregate for PCCP and PCCM Concrete. This constitutes approval of production from Ledge #1 for any MoDOT material specification subject to compliance to all requirements of the specification, such as gradation, absorption and deleterious determination.

If you have any questions regarding this approval please contact me at (573) 472-5258.

Sincerely,

Brian Frazier  
Materials Inspector

Copy: Dave Ahlvers  
File

Iron Mountain Trap Rock Company – Pit #3  
Facility # 3022300310



### QUARRY LEDGE INFORMATION SUMMARY - Source

Oct 5, 2017

#### Iron Mtn Trap Rock Pit #3- Porphyry

PH#  
(573)734-6106

0.5 MI N/O Iron  
Mountain

63649

Iron Mountain

St. Francois County

Longitude: -90.3840 Latitude: 37.4000

PS#: 3022300310

Ledge	Formation/ Member	Description/Components		Micro Deval	LA	SPG	Abs	Unit Weight	MoDOT T14	T104	T161
	Lab ID#	Date									
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	17SES15111	2017 0823		1.97	19	2.587	0.5	93	0.7	1	
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	16SES15089	2016 0829		2.28	20	2.601	0.5	91	1.0	1	
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	15SEN1B044	2015 0910		2.08	19	2.594	0.5	93	0.7	1	
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	14SEMA0142	2014 0917		2.21	20	2.623	0.5	93	1.0	1	
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	13SEMA0180	2013 0926		3.04	17	2.603	0.6	95	1.0	1	
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	12SEMA0163	2012 1012		1.41	19	2.591	0.4	94	0.5	1	
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	110MA0259	2011 0927		1.56	16	2.638	0.4	96	0.6	1	
1	Porphyry	Material represents Iron Mountain Porphyry									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPPY	100MA0274	2010 0922		1.49	19	2.626	0.4	95	0.3	1	



**QUARRY LEDGE INFORMATION SUMMARY - Source**

Oct 5, 2017

**Iron Mtn Trap Rock Pit #3- Porphyry**

**PH#  
(573)734-6106**

**0.5 MI N/O Iron  
Mountain**

**63649**

**Iron Mountain**

**St. Francois County**

**Longitude: -90.3840 Latitude: 37.4000**

**PS#: 3022300310**

Ledge	Formation/ Member	Description/Components		Micro Deval	LA	SPG	Abs	Unit Weight	MoDOT T14	T104	T161
1	Porphyry	Material represents Ledge 1 Porphyry									
		Sample complies with Specification 1005, 1" max coarse aggregate, for PCCP or PCCM.									
100510..CPPY	090MA0299	2009 1010	1.63	17	2.649	0.4	94	0.8	1		
1	Porphyry	Material represents Ledge 1 Porphyry									
		Sample complies with Specification 1005 Gradation B Porphyry for PCCP.									
1005GBCPPY	080MA0325	2008 1001	1.83	18	2.614	0.5	91	0.9	1		
1	Porphyry	Material represents Ledge 1 Porphyry									
		Sample complies with Specification 1005 Gradation B Porphyry for PCCP.									
1005GBCPPY	070MA0342	2007 1024	1.25	16	2.636	0.5	95	0.8	1		
1	Porphyry	Material represents Ledge 1 Porphyry									
		Sample complies with Specification 1005 Gradation B Porphyry for PCCP									
1005GBCPPY	060MA0602	2006 1113	1.27 1.09	15	2.659	0.4	96	0.7	0		
1	Porphyry	Material represents Ledge 1 Porphyry Formation									
		Sample complies with Specification 1005 Gradation D aggregate for PCCP.									
1005GDCCPY	050MA0384	2005 0906	1.33 1.30	18	2.629	0.3	92	0.2			
1	Porphyry	Material represents Iron Mtn. Mountain Porphyry									
		Sample complies with Specification 1005.1 Gradation B aggregate for PCCP									
1005GBCPPY	030MA0875	2003 0924		18	2.627	0.3	92	0.4			
1	Porphyry	Material represents Porphyry from Iron Mtn									
		Sample complies with Specification 1005.1 Gradation D aggregate for PCCP									
1005GDCCPY	020MA0966	2002 1029	1.46 1.35	16	2.623	0.4	91	0.2			



### QUARRY LEDGE INFORMATION SUMMARY - Source

Oct 5, 2017

#### Iron Mtn Trap Rock Pit #3- Porphyry

PH#  
(573)734-6106

0.5 MI N/O Iron  
Mountain

63649

Iron Mountain

St. Francois County

Longitude: -90.3840 Latitude: 37.4000

PS#: 3022300310

Ledge	Formation/ Member	Description/Components								
	Lab ID#	Date	Micro Deval	LA	SPG	Abs	Unit Weight	MoDOT T14	T104	T161
1	Porphyry	Material represents Iron Mountain Porphyry								
	Sample complies with Specification 1005 Gradation B Porphyry for PCCP.									
1005GBCPPY	010MA0049	2001 0122		26	2.650	0.1	92	0		

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return) Name is required on this line; do not leave this line blank.  <b>Capital Sand Co., Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input checked="" type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate             </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.             </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____             </p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>PO Box 104990</b></p> <p><b>6</b> City, state, and ZIP code  <b>Jefferson City, MO 65110-4990</b></p> <p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
--------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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-	-	-	-									
or												
Employer identification number												
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4	3	-	1									
0	1	1	3									
1	3	1	3									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 01/30/18
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the

17th

day of May

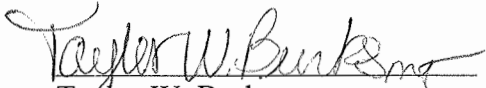
20 18

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, May 22, 2018, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

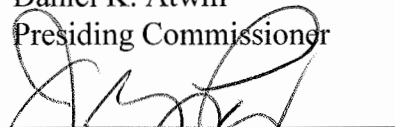
Done this 17th day of May, 2018.

ATTEST:

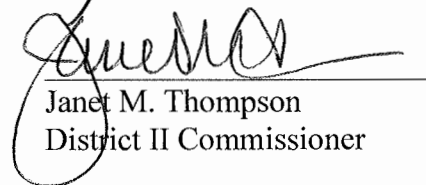
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

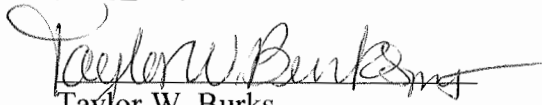
18  
Term. 20

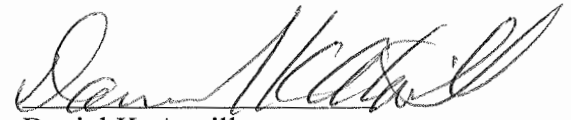
In the County Commission of said county, on the 17th day of May 2018  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize Stepping Up Day of Action, May 17, 2018.

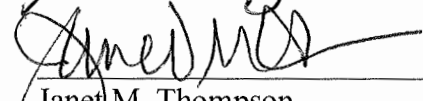
Done this 17th day of May, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

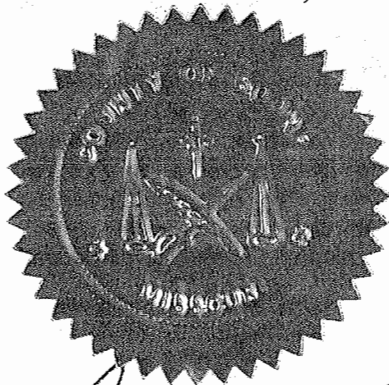
  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
Acting Presiding Commissioner


## PROCLAMATION RECOGNIZING STEPPING UP DAY OF ACTION MAY 2018

- WHEREAS,** counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and
- WHEREAS,** Boone County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of their residents in efficient and cost-effective ways; and
- WHEREAS,** the National Association of Counties, The Council of State Governments Justice Center and the American Psychiatric Association Foundation started *Stepping Up* to encourage public, private and nonprofit partners to reduce the number of people with mental illnesses in jails; and
- WHEREAS,** Boone County joined *Stepping Up* on May 21, 2015 to show its commitment to working on this issue locally; and
- WHEREAS,** since committing to *Stepping Up* in 2015, partners within Boone County have made great strides in addressing the prevalence of mental illness in jails by focusing on early interventions to avoid initial contact with the criminal justice system; assessments and case management to ensure effective treatment of mental illness while involved with the criminal justice system; and supervision and follow-up services following criminal justice involvement in order to avoid recidivism; and
- WHEREAS,** *Stepping Up* held a Day of Action on May 16, 2018, for counties to hold an event or participate in local activities to share with constituents the progress they have made in addressing the prevalence of people who have mental illnesses in their jails; raise public awareness and understanding of this important issue; and emphasize their commitment to creating data-driven, systems-level changes to policy and practice to achieve their *Stepping Up* goals.
- THEREFORE,** the Boone County Commission does hereby proclaim May 17, 2018 as the Boone County *Stepping Up* Day of Action and encourages all county officials, employees and residents to participate in or show support of those organizations and programs striving to reduce the number of people with mental illnesses in county jails in Boone County and around the nation.

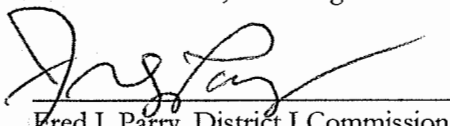
IN TESTIMONY WHEREOF, this 17<sup>th</sup> Day of May, 2018.

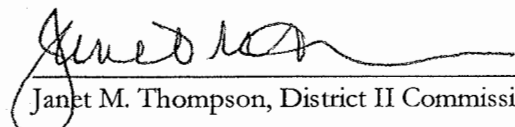


ATTEST:

  
Taylor W. Burks, County Clerk

  
Daniel K. Atwill, Presiding Commissioner

  
Fred J. Parry, District I Commissioner

  
Janet M. Thompson, District II Commissioner