

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

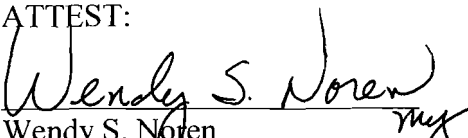
In the County Commission of said county, on the 22nd day of July 20 14

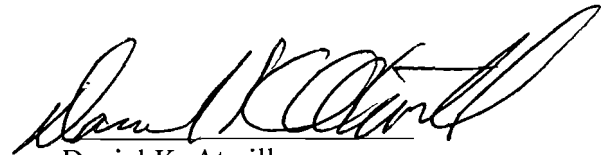
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize the Boone County Public Works, IT and GIS Departments for receipt of the 2014 National Association of Counties Achievement Award and for the Information Technology Department achieving a top-ten ranking in the 2014 Digital Counties Survey.

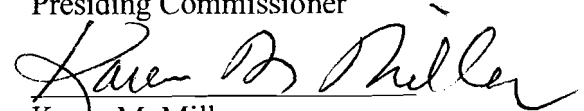
Done this 22nd day of July, 2014.

ATTEST:

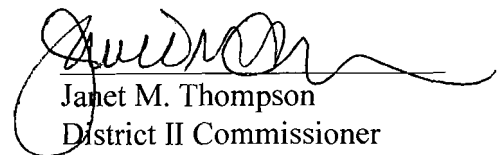
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner

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In the County Commission of said county, on the 22nd day of July 20 14

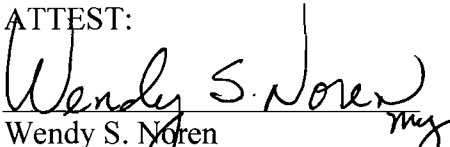
the following, among other proceedings, were had, viz:


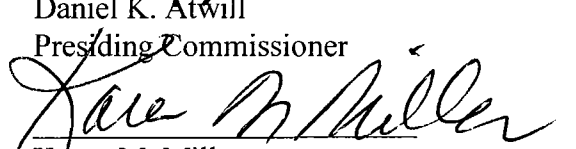

Now on this day the County Commission of the County of Boone does hereby approve Amendment Number One to City Contract for Licenses for Subscription to Smart911 for Joint Communications and sole source request 114-063045SS with Rave Wireless, Inc.

The terms of this amendment are stipulated in the attached Addendum. It is further ordered the Presiding Commissioner is hereby authorized to sign said Addendum No. 1 and Sole Source Fact Sheet.

Done this 22nd day of July, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Karen M. Miller  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** July 10, 2014  
**RE:** Amendment Number One – to City Contract for Licenses for Subscription to Smart911 for Joint Communications

Attached for approval is sole source request 114-063015SS with Rave Wireless, Inc. d/b/a Rave Mobile Safety for the licenses for our subscription to Smart911. The attached amendment includes 5 licenses at \$3,800 each for a yearly total of \$19,000. Invoice will be paid from 2701 – 911/Joint Communication Operations, account 71101 – Professional Services.

The intent to make the single feasible source purchase was advertised in the Columbia Tribune the Columbia Missourian on June 22, 2014.

The contract term is June 30, 2014 through June 29, 2015 with two one-year renewals. This subscription based service is to provide additional life safety information upon the receipt of any registered citizen 911 calls to Emergency Telecommunicators as well as responders.

**cc:** Joe Piper, Joint Communications  
Sole Source File

Commission order: 354-2014  
 Date: 7-22-14  
 Sole Source 114-06301555



**ADDENDUM NO. 1  
 TO  
 Rave Wireless, Inc. Licensed Application Terms & Conditions**

THIS ADDENDUM NO. 1 is entered into as of June 23, 2014 ("Addendum No. 1 Effective Date") between Rave Wireless, Inc., d/b/a Rave Mobile Safety ("Rave") located at 50 Speen Street, Suite 301, Framingham, MA 01701, Boone County Joint Communications, formerly City of Columbia Public Safety Joint Communications ("Client"), located at 17 North 7<sup>th</sup> Street, Suite A, Columbia, MO 65201.

WHEREAS, Client and Rave entered into Rave Wireless, Inc. Licensed Applications Terms and Conditions ("Agreement") on June 29, 2011.

WHEREAS, Client and Rave desire to amend the Agreement to extend their Charter50 Smart911 Services for an additional three (3) years.

NOW, THEREFORE, Client and Rave agree to amend the Agreement as follows:

**ANNUAL LICENSE FEES:**

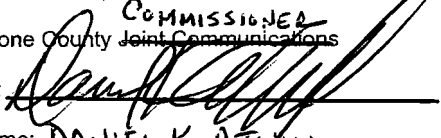
	# of Positions/ Seats	Price per Position/ Seat	Annual License Fee
Smart911 Charter50 Annual License	5	\$3,800.00	\$19,000.00
Back Up Seat License	4	Included	\$0.00
Annual License Fee(s):			\$19,000.00


**FEE SCHEDULE:**

	6/30/14-6/29/15	6/30/15-6/29/16	6/30/16-6/29/17	Total Contract Value
Fees Payable By:	Net thirty (30) days from invoice date	6/29/15	6/29/16	
Total Fees	\$19,000.00	\$19,000.00	\$19,000.00	\$57,000.00

In the event of any inconsistencies between Agreement and this Addendum No. 1, the terms of this Addendum No. 1 shall be controlling. All other provisions of the Agreement and any subsequent addendums, if any, that are not in conflict with or changed by the terms hereof, shall remain in full force and effect.

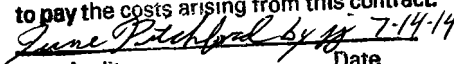
IN WITNESS WHEREOF, the undersigned have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum No. 1 Effective Date.

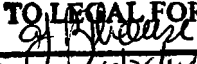
Boone County Joint Communications  
 Commissioner  
 By:   
 Name: DANIEL K. ATWILL  
 Title: PRESIDING COMMISSIONER  
 Date: \_\_\_\_\_

Rave Wireless, Inc. d/b/a Rave Mobile Safety  
 By:   
 Name: JENNA McPHAIL  
 Title: CHIEF FINANCIAL OFFICER  
 Date: 6/30/14

**CERTIFICATION:**

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

  
 Auditor \_\_\_\_\_ Date 7-14-14  
 acct# 2701-71101 \$19,000.00

**APPROVED AS  
 TO LEGAL FORM**  
  
 DATE: 7/25/14



Rave Mobile Safety  
 50 Speen Street  
 Suite 301  
 Framingham, MA 01701  
 (508)848-2484

**Quote**

<b>Date</b>	<b>Quote No.</b>
04/23/2014	1565
	<b>Exp. Date</b>

**Address**

Boone County Joint Communications  
 Formerly, City of Columbia Public Safety Joint  
 17 North 7th St, Suite A  
 Columbia, MO 65201

Description	Amount
• Please check the option you would like to proceed with for the upcoming renewal, sign below, and return to finance@ravemobilesafety.com or fax to (917) 591-9105 ***** ___ Option 1 - 3 year renewal - 5% Discount 1st year of 3 year renewal - June 30, 2014 through June 29, 2015 • Smart911 Annual Renewal Fee • Multi-year Discount - 5% Total Annual Cost: \$19,000 Total Contract Value: \$57,000 *****	20,000.00 -1,000.00
___ Option 2 - 1 year renewal 1 year renewal - June 30, 2014 through June 29, 2015 • Smart911 Annual Renewal Fee Total Annual Cost: \$20,000	20,000.00

To accept quote, please sign below and return to finance@ravemobilesafety.com or fax to (917) 591-9105. Contact Kathie Bunce at (508) 532-8908 with any questions.

<b>Total</b>	<b>\$39,000.00</b>
--------------	--------------------

Accepted By

Accepted Date

finance@ravemobilesafety.com

Rave Wireless, Inc.  
Licensed Application Terms and Conditions

**1. DEFINITIONS.**

**"Administrators"** means Client personnel authorized by Client to access the Licensed Applications on behalf and for the benefit of Client.

**"Agreement"** means these Terms and Conditions and any attached Exhibits including Order Form and Support and Service Level Policy.

**"Client"** means the client City of Columbia.

**"Confidential Information"** means any material or information relating to a party's research, development, products, product plans, services, clients, client lists, students, personnel, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such party treats as proprietary or confidential. Without limiting the foregoing, the Licensed Applications and Documentation shall constitute Confidential Information of Rave.

**"Documentation"** means Rave's standard product and user guides and/or related documentation generally made available to licensees of Licensed Applications, as such Documentation may be modified by Rave from time to time; as long as modifications to Documentation are consistent with this agreement.

**"End Users"** means individuals who register with Rave to provide personal data or otherwise utilize the benefits of the Licensed Applications.

**"Effective Date"** shall mean the effective date set forth in an Order Form.

**"Licensed Application(s)"** shall mean Rave's proprietary application software product(s) licensed by Client pursuant to an Order Form.

**"Order Form"** shall mean a Rave Licensed Application order form that sets forth the Licensed Applications licensed by the Client and which references these Terms and Conditions.

**"Parties"** means Rave and the Client City of Columbia

**"Rave"** means Rave Wireless, Inc., a Delaware corporation.

**"SLP"** means the Rave Support and Service Level Policy as attached in Exhibit A.

**"Term"** shall have the meaning set forth in Section 8.

**"Third Party Service Provider"** means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the utilization of the Licensed Applications by End Users.

**1.1 "Missouri Sunshine Law"**. Nothing in this Agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records.

**2. LICENSE AND USAGE OF LICENSED APPLICATIONS**

**2.1 License.** Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a non-exclusive, non-transferable, non-sublicenseable right and license during the Term (i) to access and operate the Licensed Applications; and (ii) to permit Administrators to access the features and functions of the Licensed Applications. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Licensed Applications. Subject to Client's payment of all fees and other amounts that may be payable with respect to the Licensed Applications, Rave shall, during the Term, make any such updates and upgrades available to Client if and when released to licensees at no additional cost. Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Licensed Application and shall be subject to all terms and provisions set forth in this Agreement.

**2.2 Documentation License.** Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a non-exclusive, non-transferable, non-sublicenseable right and license during the Term to make copies of the Documentation provided by Rave, solely for Client's internal use by Administrators. Client may not modify, adapt, translate, publicly display, publish, create derivative works or distribute the Documentation.

**2.3 Ownership.** Client acknowledges that Rave and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights in and to the Licensed Application and the Documentation, and Rave expressly reserves all rights not expressly granted to Client hereunder.

**2.4 Availability/Support.** Rave shall provide technical support for the Licensed Applications in accordance with the SLP. Rave will have no liability for unavailability of the Licensed Application caused, in whole or in part, by Client's use of the Licensed Application other than in accordance with the terms and conditions hereof or the Documentation or for any causes beyond the reasonable control of Rave or that are not reasonably foreseeable to Rave, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or

failures or the failure or unavailability of any services provided by Third Party Service Providers.

**2.5 End User Content.** Rave represents and warrants that Rave has received and will maintain permission or consent with respect to, all information provided to Rave hereunder (collectively, the **"End User Content"**), including, without limitation, personal information contained within the End User Content, in order to use and disclose, and permit use and disclosure of, the End User Content in connection with the operation and utilization of the Licensed Applications as contemplated by the Documentation or this Agreement. Without limiting the generality of the foregoing, Rave represents and warrants that Rave will at all times receive and maintain any consents from End Users necessary in order for Client to use the Licensed Applications, for End Users to utilize the benefits of the Licensed Applications, and for Rave to use and disclose such data and information, in each case as contemplated by the Documentation or this Agreement. Rave shall indemnify and hold Client harmless against all costs, expenses (including reasonable attorneys' fees), damages and liabilities arising out of any claim or allegation by a third party (including without limitation any End User or governmental agency) to the extent attributable to a breach of any Rave representation or warranty contained in this Section 2.5.

**2.6 Client Operation.** Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Licensed Applications, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall Rave have any liability relating to Client's failure to operate the Licensed Applications in accordance with the Documentation.

**3. GENERAL USAGE RESTRICTIONS**

**3.1 Prohibited Uses.** Client will not use the Licensed Application or Documentation for any purposes beyond the scope of or otherwise not in accordance with the licenses granted in this Agreement. Without limiting the foregoing, Client will not (i) authorize or permit use of the Licensed Application or Documentation by or for persons other than Administrators; (ii) assign, sublicense, sell, lease or otherwise transfer or convey the licenses granted hereunder; (iii) modify or create any derivative works of the Licensed Application (or any component thereof) or Documentation; or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Licensed Application is compiled or interpreted. Client hereby acknowledges that nothing in this Agreement shall be construed to grant Client any right to obtain or use such source code. Client shall duplicate all proprietary notices and legends of Rave and its suppliers or licensors upon any and all copies of the Licensed Application and Documentation made by Client and shall not remove, alter or obscure any such proprietary notice or legend.

**3.2 Compliance with Laws.** Client shall use the Licensed Application and the Documentation in compliance with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the parties, the Licensed Application or the Documentation.

**3.3 Compliance with Third Party Service Provider and Other Restrictions.** Client shall comply with the restrictions contained in any agreement between Rave and any Third Party Service Provider to the extent disclosed to Client in writing and consistent with this agreement, including without limitation any provisions prohibiting Client from utilizing the Licensed Applications to deliver to any Third Party Service Provider for transmission or dissemination material that violates any content restriction contained in any such agreement. Upon End User registration, Rave shall notify End Users that they are subject to Rave's Terms of Use and Privacy Policy available through Rave's web site as such Terms of Use or Privacy Policy may be amended from time to time.

**4. FEES AND PAYMENTS**

**4.1 Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the fees set forth in the Order Form within the timeframe set forth in the Order Form, not to exceed \$25,000.00 in the first year and subject to appropriations of Client in subsequent years. Client shall pay invoiced charges within thirty (30) days after the date of invoice.

**5. WARRANTIES AND LIMITATIONS**

**5.1 Limited Rave Warranties.** Rave hereby warrants, for the benefit of Client only, for a period of ninety (90) days after the date on which the Licensed Application becomes operational for Client, that the Licensed Application will conform in all material respects to the Documentation, provided that such warranty will not apply to failures to conform to the extent such failures arise, in whole or in part, from (i) any use of the

Licensed Application other than in accordance with the Documentation, or any other breach of this Agreement by Client or breach of any applicable agreement or terms by an End User, (ii) modification of the Licensed Application, or nonconformity caused, by Client, any Third Party Service Provider or any other third party or (iii) any combination of the Licensed Application with software, hardware or other technology not provided by Rave. Any warranty claim must be brought within the warranty period. If Rave does not remedy such warranty breach within ten (10) days following notice from Client, Client may, by written notice to Rave within ten (10) days following such remedy period, terminate this Agreement and receive a full refund of all fees paid under this Agreement. This Section 5.1 contains the sole obligation of Rave and remedy of Client with respect to a warranty claim. Following the warranty period, Rave shall continue to provide support, pursuant to the SLP.

**5.2 No Other Warranties.** EXCEPT AS EXPRESSLY WARRANTED IN SECTION 5.1, RAVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RAVE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Rave does not warrant that the Licensed Application will meet Client's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, the Client acknowledges and agrees that (i) Rave cannot guarantee the performance of any Third Party Service Provider and that neither party may make any claims or guarantees on behalf of Third Party Service Providers regarding any matters, (ii) delivery of messages using the Licensed Applications is not guaranteed and neither Rave nor any Third Party Service Provider shall be responsible for any failure of delivery, and (iii) Rave shall not be responsible for any disruption to or failure of the Licensed Applications resulting from the actions or inactions of any Third Party Service Providers. For the avoidance of doubt, the warranty disclaimers in this Section 5.2 are not intended to expunge Rave's express technical support and indemnification obligations set forth elsewhere in this Agreement or in the SLP.

**5.3. Limitation Of Liability.** TO THE FULL EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW, IN NO EVENT SHALL RAVE BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR BUSINESS INTERRUPTION, EVEN IF RAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. The cumulative liability of Rave to Client for all claims arising from or relating to this Agreement shall not exceed the total amount of all fees payable hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and forms an essential basis of the bargain between the parties. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different. Notwithstanding the foregoing or anything to the contrary herein, no limitation of liability shall apply to liability arising from: (a) personal injury, death, property damage, defect, deficiency, or loss of data caused by the gross negligence or intentional misconduct of Rave; (b) breach of confidentiality; or (c) circumstances where this Agreement provides a right to indemnification.

## **6. CONFIDENTIALITY**

**6.1 Mutual Confidentiality Obligations.** Each party agrees: (i) to use the Confidential Information of the other party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other party in its possession upon termination or expiration of this Agreement.

**6.2 Confidentiality Notice to Client.** Rave shall not give any Confidential Information to the Client, unless it is clearly marked. Rave shall give the Client a master list of all Confidential Information and shall update such Master list when they Client receive any new Confidential Information. Any

Documentation, records or information not clearly marked and on master list shall not be considered Confidential Information.

**6.3 Confidentiality Exceptions.** The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Each party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure shall first have given notice to the other party by email to legal@ravemobilesafety.com (if permitted).

**6.4 Disclosure of Information About End Users.** Rave shall not disclose personally identifiable information regarding End Users to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, Rave may disclose such information as permitted in Rave's Terms of Use or Privacy Policy (which are available through Rave's website), as such Terms of Use or Privacy Policy may be amended from time to time.

## **7. INDEMNIFICATION BY RAVE.**

**7.1 Intellectual Property Infringement Claims.** Rave shall defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the Licensed Application by Client as expressly authorized under this Agreement infringes or misappropriates any U.S. patent issued as of the Effective Date, provided that Client gives Rave (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Rave shall have no obligation or liability to the extent that the claim arises from (a) the combination, operation, or use of the Licensed Application with products, services, information, materials, technologies, business methods or processes not furnished by Rave; (b) modifications to the Licensed Application, which modifications are not made by Rave; or (c) use of the Licensed Application except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave. Upon the occurrence of any claim for which indemnity is or may be due under this Section 7.1, or in the event that Rave believes that such a claim is likely, Rave may with consent of Client exercise option (I) or (II) and without consent exercise option (III): (I) modify the Licensed Application so that it becomes non-infringing, or substitute functionally equivalent software or services; (II) obtain a license to the applicable third-party intellectual property rights; or (III) terminate this Agreement on written notice to Client and refund to Client any unused license fees under the then current Term.

**7.2 Other Third Party Claims.** Rave shall defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim against Client by a third party with respect to the Licensed Applications to the extent caused by any act or omission of Rave, provided that Client gives Rave (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Rave shall have no liability with respect to any such claim to the extent the claim is due to (a) the error or fault of Client, any Third Party Service Provider or any other third party, (b) any use of the Licensed Application other than in accordance with the Documentation, or any other breach of this Agreement by Client or breach of any applicable agreement or terms by an End User, (c) unauthorized modification of the Licensed Application, or (d) any combination of the Licensed Application with software, hardware or other technology not provided by Rave. For the avoidance of doubt, third party intellectual property claims are governed by Section 7.1 above and not this Section 7.2.

## **8. TERM AND TERMINATION**

**8.1 Term.** The initial Term of this Agreement is one year and shall be set forth in the Order Form. Thereafter, this Agreement shall automatically renew, unless sooner terminated as provided below, on an ongoing basis

for successive periods equal to the initial Term and on the same terms and conditions herein, unless either Party gives the other Party written notice of its intent to terminate at least ninety (90) days prior to the expiration date of the then-current Term; successive periods shall not to exceed five years in total.

**8.2 Termination for Breach/Bankruptcy.** Either party may terminate this Agreement upon written notice in the event that the other party fails to make a required payment hereunder or materially breaches this Agreement and thereafter (i) in the case of non-payment, has failed to pay such amounts within five (5) days after receiving written notice thereof; or (ii) in the case of breach, has failed to cure the breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the other party) within thirty (30) days after receiving written notice thereof. In addition, either party may terminate this Agreement upon written notice after the other party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

**8.3 Effect of Termination.** Upon any termination of this Agreement, each party shall (i) immediately discontinue all use of the other party's Confidential Information and, in the case of the Client, the Licensed Applications; (ii) return to the other party or, at the other party's option, destroy, all originals and all copies of such other party's Confidential Information then in its possession; and (iii) shall promptly pay all amounts due and remaining payable hereunder.

**8.4 Survival of Obligations.** The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement, including without limitation Client's obligations to pay any amounts due and outstanding hereunder and the provisions of Sections 2.3, 2.5, 5.2, 5.3, 6, 7 and 9 hereof, shall survive termination or expiration of this Agreement.

## **9. MISCELLANEOUS**

### **9.1 Law; Submission to Jurisdiction Governing.**

This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract Document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

**9.2 Force Majeure.** Rave shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Rave.

**9.3 Notices.** All notices required by or relating to this Agreement shall be in writing unless otherwise stated herein and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service, to the parties to the Agreement and addressed, if to Client, as set forth on the Order Form, or if to Rave, as follows:

**Rave Wireless, Inc.  
50 Speen Street, Suite 301  
Framingham, MA 01701  
Attention: Chief Executive Officer**

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

**9.4 Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the other party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect; provided, however, that either party may assign this Agreement in connection with any merger, consolidation, corporate restructuring, sale of any substantial portion of its assets, or any transaction in which more than fifty percent (50%) of its voting securities are transferred. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Rave and Client and their respective permitted successors and assigns.

**9.5 Independent Contractors.** Client and Rave acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Agreement.

**9.6 Amendment/Waiver.** No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of the parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

**9.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be adjusted as agreeable to the parties as set forth in 9.6.

**9.8 Export Controls.** Client will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Licensed Application to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

**9.9 No Third Party Beneficiaries.** The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties and their respective successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**9.10 No Attorneys' Fees.** Each party hereto agrees that in any action to enforce the terms of this Contract, each party shall be responsible for its own attorneys' fees and costs.

**9.11 Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

**9.12 Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement. This Agreement may be executed by facsimile or electronic signature.

**9.13 Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof, and neither of the parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. In the event a conflict arises between these Terms and Conditions and the provisions of any other document comprising part of this Agreement, these Terms and Conditions will govern unless the other document expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement. IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year first above written.



CONTRACTOR  
(Seal)

For Rave Wireless

Jenna Keith

Name:

Jenna Keith

By:

VP Finance + Admin

Title:

ATTEST:

Katherine S Bunce



CITY OF COLUMBIA, MISSOURI

By: Marilyn Starke

Marilyn Starke, CPPO Purchasing Agent

APPROVED AS TO FORM:

Fred Boeckmann

Fred Boeckmann, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account 110-3511-517-4990 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattell, Director of Finance

**Exhibit A**

**Rave Wireless, Inc.  
SUPPORT AND SERVICE LEVEL POLICY ("SLP")**

**Purpose**

This SLP sets forth Rave's undertakings with respect to providing customer support to the Client and the service levels associated with the Rave Licensed Applications licensed by Client.

1. **Service Reliability.** Rave shall provide service uptime of 99% for the Rave Licensed Applications, subject to scheduled updates and maintenance and to any downtime caused by the Client or by Third Party Service Providers. For unplanned downtime (an "Event"), Rave will assign a trouble severity code based on Rave's assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Status Update Intervals	Initial Response Time
Sev 1	"Sev 1 Error" means a catastrophic Event causing a complete (100%) loss of the emergency broadcasting component or other key safety feature of the Licensed Application	30 mins  (Continual support through to resolution via conference bridge w/15 min updates on bridge)	20 mins
Sev 2	"Sev 2 Error" means a non-catastrophic Event causing a significant component of the Rave Licensed Application to fail or to perform materially different than expected, creating significant inconvenience to the Client	2 hour	For Events reported during normal business hours (9am to 5pm Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day
Sev 3	"Sev 3 Error" means an Event that: (a) has minimal current impact on the Client, and (b) causes a malfunction of a non-essential Rave Licensed Application feature.	As appropriate	For Events reported during normal business hours, 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day

2. **Points of Contact and Escalations.** If Client experiences an Event, Client may contact Rave's customer support hotline at 888-605-7163 available 24X7X365 or by e-mail at techsupport@ravewireless.com. Non-Sev 1 Events are submitted via email at techsupport@ravewireless.com. For Sev 1 Events, Rave will provide continual support until the Event is resolved. Client and Rave will exchange ticket numbers for tracking an Event beginning with the initial report of trouble. Client may be required to interface with any third party hardware and software vendors, carriers or other service providers selected by it that impact the Rave Licensed Applications.

Client Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile or Pager	Email
1 <sup>st</sup> Point of Contact				
1 <sup>st</sup> Escalation				
2 <sup>nd</sup> Escalation				

3. **Carrier and Other Service Provider Related Service Guarantees.** Rave does not provide any service levels or support with respect to any carrier or other Third Party Service Provider. Rave's sole responsibility with respect to carriers

and other Third Party Service Providers will be to make commercially reasonable efforts to ensure availability of such third party's services.

**4. Change Control Management/Update Management.**

- A. Rave Licensed Application Modifications by Rave: Rave may modify the Rave Licensed Applications from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
- B. Implementation of Updates/Maintenance: Rave will ensure that any planned maintenance and update events within the Rave Licensed Applications will be executed in a professional manner. Proper execution includes advance notification to Client by Rave.
- C. Service Interruptions and Advanced Notification Requirements: Rave will provide Client with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on the Rave Licensed Applications.

Unless otherwise arranged, Rave will perform planned service interruptions within a maintenance window from Monday to Sunday between the hours of 05:00 AM to 07:00 AM Eastern Time.

Rave shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Client. "Emergency" shall mean that Rave has become aware of a problem that, if an immediate remedy is not implemented, will prevent Rave from continuing to support and provide the elements and aspects of the Rave Licensed Applications. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether Rave has achieved its service uptime goal.

RAVE WIRELESS, INC. ("Rave")  
 50 Speen Street  
 Suite 301  
 Framingham, MA 01701  
 508-848-2484

Exhibit B

SMART911 ORDER FORM

Client Information	
Client Name:	City of Columbia Public Safety Joint Communications
Client Address:	PO Box 6015 17 North 7th St
Client City, State, Zip:	Columbia, MO 65205

Contact Information	
Contact Name:	Joe Piper
Contact Title:	Administrative Manager
Contact Email:	jlp@gocolumbiamo.com
Contact Phone:	573-874-7400

Contract Term	
Effective Date:	6/17/11
Term Length:	1.00 Year (s) commencing on Effective Date
Invoicing:	Annual

License Application Fees:			
	# of Call Taker Positions	Annual License Fee per Position	Annual License Fee
Smart911 Full Time Seat License	5	\$4,000	\$ 20,000.00
Part Time Seat License	4	Included	Included
			\$ -
One-Time Fees (Set Up & Integration):			
Smart911 Remote Set-Up and Configuration			\$ 5,000.00

Total License Application Fees:	1.00	Year(s) @	\$ 20,000.00	per year	\$ 20,000.00
One-Time Fees (Set Up & Integration):					\$ 5,000.00
<b>Contract Total:</b>					<b>\$ 25,000.00</b>

<b>Fees Payable Net 30</b>					<b>\$ 25,000.00</b>
----------------------------	--	--	--	--	---------------------

USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

### Entity Dashboard

Rave Wireless, Inc.  
 DUNS: 784380144 CAGE Code: 5JWQ4  
 Status: Active

50 Speen St Ste 301  
 Framingham, MA, 01701-1802,  
 UNITED STATES

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[RETURN TO SEARCH](#)

### Entity Overview

#### Entity Information

**Name:** Rave Wireless, Inc.  
**Doing Business As:** Rave Mobile Safety  
**Business Type:** Business or Organization  
**POC Name:** Katherine Bunce  
**Registration Status:** Active  
**Activation Date:** 03/12/2014  
**Expiration Date:** 03/12/2015

#### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220

WWW2

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



# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office &amp; Dept. #</b>	E911/Joint Communications 2701
<b>Person Requesting</b>	Joe Piper
<b>Date Requested</b>	6/19/2014
<b>Contact Phone Number</b>	573-874-7400

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

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 6-20-14 Date

SOLE SOURCE NUMBER: 114-062915SS  
(Assigned by Purchasing)

COMMISSION APPROVAL: Paul K. Hall Signature \_\_\_\_\_ Date

Expiration Date: 20 through 6/30 2015 with 2 renewals One Time Purchase (check)

**Vendor Name** Rave Mobile Safety

**Vendor Address** 50 Speen St #301, Framingham, MA 01701

**Vendor Phone and Fax** (508) 848-2484

**Product Description** Subscription based service to provide additional life safety information upon the receipt of any registered citizen 911 calls to Emergency Telecommunicators as well as responders. Smart 911

**Estimated Cost** \$20,000

**Department/Account** Mp-7110

**Number(s) Invoices Will Be Paid** Paul K. Hall

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

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease

- Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)
- 

2. Briefly describe the commodity/material you are requesting and its function.  
*Smart911 improves the quality and quantity of information available to 9-1-1 call takers. It helps 9-1-1 call takers make faster and better decisions, shortens response times, and helps save lives. Using a secure web site, citizens enter information they want to make available to 9-1-1 call takers in the event they call 9-1-1. Information can include family member data, medical conditions, disabilities, movement limitations, exact locations, even pets. Registration is free and each person has complete control over what is entered and available to 9-1-1. All information is associated with the phone number(s) in the registration and is only shown when a 9-1-1 call is made. When a person calls 9-1-1 from a registered phone number, their data automatically displays on the call taker's work station. It can also be made available to police, fire, and EMS in the field to help them respond more quickly and effectively. Smart911 works seamlessly in today's infrastructure as well as future Next-Generation 9-1-1 environments.*
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
*Smart911 is currently the only service that combines citizen profile self-maintenance and the instantaneous data searches upon the receipt of a 911 call from wireline, wireless, voip, etc.*
4. What research has been done to verify this vendor as the only known source?  
*Similar sole search process through the City of Columbia purchasing*
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources) *AT&T*  
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.  
*Currently in use at Joint Communications, this sole source is for transfer of current City of Columbia Sole Source contract to Boone County.*
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
*Not an initial purchase, yearly subscription on current seat use is \$20,000 license costs will increase in the new facility due to more licenses needed to accommodate for increased staff*
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).  
*Originally sole source through the City of Columbia*
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)  
Please provide document numbers.  
*Sole Source*
10. What are the consequences of not securing this specific commodity/material?

*We would lose access to an already existing service for the citizens of Boone County as well as the 50% discount for being the first 911 center in the State of Missouri to use Smart911*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).  
*Existing service, simply transferring the contract from the City of Columbia to Boone County due to the Joint Communications department transition.*
  
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?  
*It is a yearly subscription service, contract renewal and payment will be ongoing indefinitely*





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 22nd day of July 20 14

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

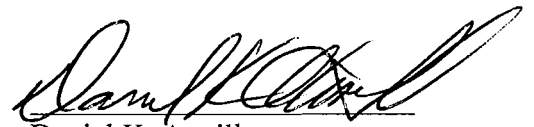
Now on this day the County Commission of the County of Boone does hereby approve Amendment Number One to 48-18SEP12, Pest Control Services.

The terms of this amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

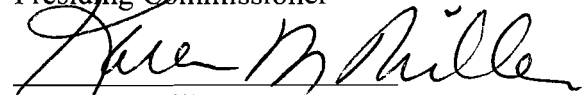
Done this 22nd day of July, 2014.

ATTEST:

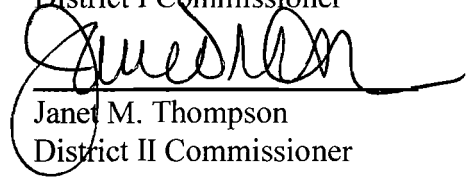
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: July 1, 2014  
RE: Amendment Number One – 48-18SEP12 – Pest Control Services

Contract 48-18SEP12 – Pest Control Services was approved by commission for award to the Serengeti Pest Control of Grain Valley, MO on October 23, 2012, commission order 519-2012. This amendment adds 17 tower sites for the period August 1, 2014 through March 31, 2015.

Invoices will be paid from department 2701 – 911/Joint Communications Operations, account 71100 – Outside Services.

cc: Bid File



Pricing: Provide a cost for each application. Applications will be provided quarterly for site visit and pest control chemical application by location:

Location	Address	Sq. Ft.	Cost Per Each Application
Stephens Tower	4702 Heller Road	150	35-
Rocheport Tower	247 County Road 440	150	35-
Demarco Tower	22801 Demarco Rd.	150	35-
JCIC Radio/Shed facility <i>A+NN</i>	401 Route NN	150	35-
Communications Tower	13 E. Walnut	150	35-
Redtail Site	102 Redtail Drive	150	35-
Sheppard Tower	1160 Cinnamon Hill Lane	150	35-
Riggs Site	17620 N. Hwy. 63	150	35-
Centralia Water Tower	815 N. Street	150	35-
Prathersville Site	1608 E. Towef Drive	150	35-
JJC <i>Harrisburg Tower</i>	610 State Rd. Y, Harrisburg, MO	150	35-
Scott Blvd. Tower	5250 Scott Blvd.	150	35-
KOMU Tower	5550 E. Hwy. 63 S.	150	35-
Centralia Tower	11170 E. Fountain St., Centralia, MO	150	35-
Hallsville Tower <i>Mt Zion</i>	5450 E. Mount Zion Church Rd.	240	50-
Sturgeon Tower <i>Riggs</i>	401 Route NN	150	35-
<del>Harrisburg Tower</del>	<del>610 State Road Y</del>	<del>150</del>	<del>35-</del>
Mall Tower	2851 <i>bernadette drive</i>	150	35-

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

SIGNATURE:  \_\_\_\_\_

PRINTED NAME: Kristina Tucker

Business Name: Serengeti Pest Control

Address: PO Box 411

Cerritos Valley, MO 64026

Phone Number: 800-805-8081

Fax Number: 800-805-8081 (same)

E-mail: KRISTINA@serengetipest.com

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 22nd day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby award bid 21-07MAY14 – Road Construction Rental Equipment Term & Supply to the following vendors based on the attached awarding by line item:

- Hertz Equipment Rental
- Tri-State Construction Equipment
- Fabick CAT
- Bobcat of St. Louis
- G.W. Van Keppel Company
- Rudd Equipment Company

The terms of the bid award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 22nd day of July, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Janet M. Thompson

Janet M. Thompson  
 District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: July 11, 2014  
RE: 21-07MAY14 – Road Construction Rental Equipment Term & Supply

Request for Bid 21-07MAY14 – Road Construction Rental Equipment Term & Supply opened on May 21, 2013. Six responsive bids were received and Public Works recommends Primary through Senary awards by line item. A copy of the bid tabulation summary and awardees is attached.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, Account 71700 – Equipment rental. \$20,000 was budgeted for this contract for 2014.

ATT: Bid tabulation summary

cc: Greg Edington, Public Works  
Bid File



<b>Z1-07MAY14 - Road Construction Equipment Rental Term &amp; Supply</b>				
	<b>4.7.1.</b>	<b>4.7.2.</b>	<b>4.7.3.</b>	<b>4.7.4.</b>
<b>Vendor</b>	Self-propelled Single Smooth Drum Vibratory Roller	Self-propelled Single Drum Padfoot Vibratory Roller	Self-propelled Pneumatic Tire Compactor	Crawler Dozer
Hertz Equipment Rental	1-Primary	1-Primary		2-Secondary
Tri-State Construction Equipment	4-Quaternary	4-Quaternary	1-Primary	1-Primary
Fabick Cat	2-Secondary	3-Tertiary		3-Tertiary
Bobcat of St. Louis				
G.W. Van Keppel Co.	3-Tertiary	2-Secondary	2-Secondary	
Rudd Equipment Co.				

	<b>4.7.5.</b>	<b>4.7.6.</b>	<b>4.7.7.</b>	<b>4.7.8.</b>
<b>Vendor</b>	Finish Dozer	Track Excavator	Backhoe 4WD	Self-propelled Water Tanker Distributor
Hertz Equipment Rental	1-Primary (U.S. Communities Contract)	2-Secondary (U.S. Communities Contract)	2-Secondary (U.S. Communities Contract)	1-Primary (U.S. Communities Contract)
Tri-State Construction Equipment	2-Secondary	4-Quaternary	3-Tertiary	
Fabick Cat	3-Tertiary		4-Quaternary	2-Secondary
Bobcat of St. Louis		1-Primary		
G.W. Van Keppel Co.		3-Tertiary	5-Quinary	3-Tertiary
Rudd Equipment Co.			1-Primary	

	<b>4.7.9.</b>	<b>4.7.10.</b>	<b>4.7.11.</b>	<b>4.7.12.</b>	<b>4.7.13.</b>
<b>Vendor</b>	Compact Track Loader	Mini Excavator	Small Tandem Vibratory Roller	Message Board 0 (Solartek MB4048 OR EQUAL)	Arrow Board - (Solartek AB0525D or EQUAL)
Hertz Equipment Rental	1-Primary	1-Primary (U.S. Communities Contract)	1-Primary	1-Primary (U.S. Communities Contract)	1-Primary (U.S. Communities Contract)
Tri-State Construction Equipment	5-Quinary	4-Quaternary			
Fabick Cat	3-Tertiary	3-Tertiary	2-Secondary		
Bobcat of St. Louis	4-Quaternary	2-Secondary			
G.W. Van Keppel Co.	6-Senary	5-Quinary			
Rudd Equipment Co.	2-Secondary				

**PURCHASE AGREEMENT  
FOR  
ROAD CONSTRUCTION EQUIPMENT RENTAL**

**THIS AGREEMENT** dated the 22<sup>nd</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gateway Bobcat of Missouri, Inc., d/b/a Bobcat of St. Louis**, 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 **Road Construction Equipment Rental Term & Supply**, County of Boone Request for Bid for Road Construction Rental Equipment Term & Supply, bid number **21-07MAY14**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **May 6, 2014** and executed by **Rob Bristow** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **date of award through February 28, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to rent from the Contractor and the Contractor agrees to supply the following Road Construction Equipment:

**Primary Supplier**

- a. 4.7.6. – Doosan DX225 / Track Excavator

**Secondary Supplier**

- b. 4.7.10. – Takeuchi TB250 or Bobcat E50 / Mini Excavator

**Quaternary Supplier**

- c. 4.7.9. – Takeuchi/Bobcat 7210/T750/T770 / Compact Track Loader

Additionally, Contractor will provide a **10% discount off MSRP for all other rental equipment.**

**4. Delivery** - Contractor agrees to deliver the product as set forth in the bid documents within same day to 48 hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees 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 correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

**GATEWAY BOBCAT OF MISSOURI, INC.,  
D/B/A BOBCAT OF ST. LOUIS**

**BOONE COUNTY, MISSOURI**

by Rob Bristow

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

title Sales

Commissioner

address \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]  
Signature by ag

7/14/14  
Date

2040/71700 Term & Supply  
No Encumbrance Required  
Appropriation Account



**Bobcat®**  
of St. Louis



**Bobcat®**  
of Nashville

**Corporate Office**

401 West Outer Road  
Valley Park, MO 63088  
(800) 782-0854 Toll Free  
(636) 225-2900 Phone  
(636) 225-4344 Fax

**O'Fallon, MO**

1885 West Terra Lane  
O'Fallon, MO 63366  
(636) 240-9020 Phone  
(877) 240-9020 Toll Free  
(636) 240-9424 Fax

**Columbia, MO**

1101 N. Lenway Drive  
Columbia, MO 65202  
(573) 886-9435 Phone  
(866) 607-9435 Toll Free  
(573) 886-9434 Fax

**Fairview Heights, IL**

9801 West State Route 161  
Fairview Heights, IL 62208  
(618) 397-1847 Phone  
(888) 397-1847 Toll Free  
(618) 397-2382 Fax

**Nashville, TN**

Bobcat of Nashville  
149 Industrial Blvd.  
La Vergne, TN 37086  
(615) 941-4000 Phone  
(615) 793-2790 Fax

[www.bobcatofstl.com](http://www.bobcatofstl.com)

[www.bobcatofnashville.com](http://www.bobcatofnashville.com)

Amy Robbins, Senior Buyer

Boone County Purchasing

PH: (573) 886-4392

FAX (573) 886-4390

[arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)

Dear Amy Robbins,

We will also be offering all of our other rental equipment to Boone County at a discount 10% off MSRP. I have enclosed a complete listing with the bid.

Sincerely,

**Rob Bristow**

**Bobcat of St. Louis**

*Heavy Equipment Sales & Rental*

1101 N. Lenway Dr. | Columbia, MO 65202

C: 573.289.0040 | O: 573.886.9435 | Fax: 573.886.9434

**SALES • SERVICE • PARTS • RENTAL**



REVISED RESPONSE FORM

County of Boone

Purchasing Department

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

4.1. Company Name: Bobcat of St Louis  
 4.2. Address: 1101 N Lenway Dr  
 4.3. City/Zip: Columbia MO 65202  
 4.4. Phone Number: 573-886-9435  
 4.5. Fax Number: 573-886-9434  
 4.6. Federal Tax ID: 1541375



**Rob Bristow**  
Sales

1101 N Lenway Drive  
Columbia, MO 65202  
(573)886.9435

Fax (573) 886.9434  
Cell (573) 289.0040  
rbristow@bobcatofstl.com

401 West Outer Road Valley Park, MO 63088    9801 W. State Rt. 161 Fairview Hts, IL 62208    1885 W. Terra Ln O'Fallon, MO 63366

- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING

	Self-propelled Single-Smooth Drum Vibratory Roller	Parts: Cost Plus % Amount	Monthly Lease Cost	Delivery Date After Receipt of Order (ARO) Number of Days
4.7.1.	Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	_____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: _____ Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	_____
4.7.3.	Self-propelled Pneumatic Tire Compactor Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	_____
4.7.4.	Crawler Dozer Make: _____ Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	_____
4.7.5.	Finish Dozer Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	_____

REVISED RESPONSE FORM

		Parts: Cost Plus % Amount	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.6.	Track Excavator Make: <u>Doosan</u> Model: <u>DX225</u> Year: <u>2013 or newer</u>	<u>MSRP</u> %	\$ <u>4,000<sup>00</sup></u>	<u>same day</u> to <u>48 hrs</u>
4.7.6.1.	Hydraulic Quick Coupler Make: <u>Included</u> Model: _____ Year: _____	_____ %	\$ <u>-</u>	<u>same day</u> to <u>48 hrs</u>
4.7.6.2.	Hydraulic Breaker Make: <u>Stanley</u> Model: <u>MBX 308</u> Year: <u>New or 2013</u>	<u>MSRP</u> %	\$ <u>4,000<sup>00</sup></u>	<u>same day</u> to <u>48 hrs</u>
4.7.6.3.	36" Severe Duty Bucket Make: <u>Included</u> Model: _____ Year: _____	_____ %	\$ <u>-</u>	<u>same day</u> to <u>48 hrs</u>
4.7.6.4.	60" Ditching Bucket Make: <u>Included</u> Model: _____ Year: _____	_____ %	\$ <u>-</u>	<u>same day</u> to <u>48 hrs</u>
4.7.7.	Backhoe 4WD Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	
4.7.8.	Self-propelled Water Tanker Distributor Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	\$ _____
4.7.9.	Compact Track Loader Make: <u>Takeuchi / Bobcat</u> Model: <u>T260 / T250 / T270</u> Year: <u>2013 or newer</u> Current Hour Meter Reading: _____	<u>MSRP</u> %	\$ <u>2700<sup>00</sup></u>	<u>same day</u> to <u>48 hrs</u>
4.7.10.	Mini Excavator Make: <u>Takeuchi / Bobcat</u> Model: <u>TB250 / 650</u> Year: <u>2013 or newer</u> Current Hour Meter Reading: _____	<u>MSRP</u> %	\$ <u>1600<sup>00</sup></u>	<u>same day</u> to <u>48 hrs</u>

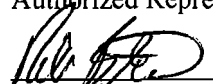
**REVISED RESPONSE FORM**

	<b>Small Tandem Vibratory Roller</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.11.	Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	— %	— \$	— \$
4.7.12.	<b>Message Board – (Solartek MB4048 OR EQUAL)</b> Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	— %	— \$	— \$
4.7.13.	<b>Arrow Board – (Solartek AB0525D or EQUAL):</b> Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	— %	— \$	— \$
<b>4.8.</b>	<b>FIELD SERVICE</b>			
4.8.1.	<b>Hourly Labor Charge</b>	\$ <u>99<sup>00</sup></u>		
4.8.2.	<b>Trip Setup or Trip Fee</b>	\$ <u>150<sup>00</sup></u>		
4.8.3.	<b>Mileage Fee Per Mile</b>	\$ <u>N/A</u>		
4.9.	<b>Renewal Percentages</b>			
4.9.1.	Maximum % Increase 1 <sup>st</sup> Renewal Period: <u>0</u> %			
	Maximum % Increase 2 <sup>nd</sup> Renewal Period: <u>0</u> %			
	Maximum % Increase 3 <sup>rd</sup> Renewal Period: <u>0</u> %			

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

4.14.1. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  Yes  No

4.14.2. Authorized Representative (Sign By Hand):



4.14.3. Type or Print Signed Name:

Rob Bristow

Today's Date: 5/6/14



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

ADDENDUM #1 - Issued May 6, 2014

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

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

1. The County is extending the bid submission deadline until May 21, 2014 at 1:30 P.M.  
An additional addendum is forthcoming to clarify the pricing Response Form.

By: *Amy Robbins*  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name: *Robert D. Lewis*  
Address: *1101 North Lemay Dr.*  
Phone Number: *573-886-9435* Fax Number: *573-886-9434*  
Authorized Representative Signature: *[Signature]* Date: *5/6/14*  
Authorized Representative Printed Name: *Rob Bristow*





BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

ADDENDUM #2 - Issued May 12, 2014

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

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

1. The County is clarifying the column on the Response Form labeled, "Parts Cost Per Field Service."

In this column, please provide the "cost plus percentage" amount for parts required for repair due to accidental damage.

A Revised Response Form is attached for your use, please discard the original form.

By:

  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name:

Robert of St Louis

Address:

1101 North Lehigh Dr

Phone Number:

886-9435

Fax Number:

886-9434

Authorized Representative Signature:

[Handwritten Signature]

Date:

5/20/14

Authorized Representative Printed Name:

Rob Boston



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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

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

Rob Briston Sales  
Name and Title of Authorized Representative

[Signature] 5/6/14  
Signature Date



Company ID Number: 438974

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

**Employer Gateway Bobcat of Missouri, Inc**

**Roberta Bruder**

Name (Please Type or Print)

Title

**Electronically Signed**

**08/10/2011**

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

**08/10/2011**

Signature

Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

**Company Name: Gateway Bobcat of Missouri, Inc**

**Company Facility Address: 401 W Outer Road**

**Valley Park, MO 63088**

**Company Alternate Address:**

**County or Parish: SAINT LOUIS**

**Employer Identification Number: 431541375**



Company ID Number: 438974

North American Industry Classification Systems Code:	423
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	5
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> <li>• TENNESSEE 1 site(s)</li> <li>• MISSOURI 3 site(s)</li> <li>• ILLINOIS 1 site(s)</li> </ul>	

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

Name:	Kyla Parker	Fax Number:	(636) 225 - 5137
Telephone Number:	(636) 225 - 2900		
E-mail Address:	kparker@bobcatofstl.com		
Name:	Roberta M Bruder	Fax Number:	(636) 225 - 4344
Telephone Number:	(636) 225 - 2900		
E-mail Address:	bbruder@bobcatofstl.com		

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific instructions on page 2.

Name (as shown on your income tax return) <b>Gateway Bobcat of Missouri, Inc.</b>	
Business name, if different from above <b>D/B/A Bobcat of St. Louis</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>401 West Outer Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Valley Park, MO 63088</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
<b>43</b> <b>1541375</b>

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

*Kyle G Parker*

Date ▶

*2-9-11*

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



*Request for Bid (RFB)*

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

**Amy Robbins, Senior Buyer**  
(573) 886-4392 - FAX (573) 886-4390  
Email: arobbins@boonecountymo.org

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**Bid Data**

Bid Number: **21-07MAY14**  
Commodity Title: **Road Construction Equipment Rental Term & Supply**

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

**Bid Submission Address and Deadline**

Day / Date: **Wednesday, May 7, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: **The Annex Building is located on the Northwest corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

**Bid Opening**

Day / Date: **Wednesday, May 7, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Instructions for Compliance with House Bill 1549**  
**Work Authorization Certification**  
**Certification of Individual Bidder**  
**Individual Bidder Affidavit**  
**Debarment Certification**  
**Standard Terms and Conditions**

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

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

1.2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.

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

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



- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through February 28, 2015, and may be automatically renewed for an additional three (3) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Caterpillar CS56B, Case SV216, Bomag BW213DH-40, or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Case SV216 Padfoot, Caterpillar CP56B, and Bomag BW213PDH-40 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Tire Compactor (1):** Acceptable Models – Caterpillar PS-150C, Bomag BW11RH, Volvo PT125R, and Hypac C530H or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 85hp, a minimum SAE operating weight (ballasted) of 27,000 lbs., and nine (9) pneumatic wheels/tires, and must include full FOPS protection.
- 2.4.4. **Crawler Dozer:** Acceptable Models – John Deere 850K, Case 2050M, and Cat D6T or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 45,000 lbs. and a minimum SAE net horsepower of 200 hp; and must include full ROPS protection. Limb risers are preferable to protect cab and hood.
- 2.4.5. **Finishing Dozer:** Acceptable Models – Case 850L, Cat D5K 2, John Deere 650K, or equal.
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,960 lbs., and a minimum SAE net horsepower of 99 hp.
- 2.4.6. **Track Excavator with Attachments:** Acceptable Models – Komatsu PC170LC-10, Cat 319DL, John Deere 210G, Case CX210C or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 47,200 lbs., a minimum 18’7” boom length, a

- minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.
- 2.4.7. **Backhoe 4WD:** Acceptable Models – Case 580SN, John Deere 310SK, and Cat 420F, or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heat, a minimum SAE net horsepower of 84hp, a minimum operating weight of 14,285 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor:** Acceptable Models – Any as specified, **except** off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.4.9. **Compact Track Loader:** Acceptable Models – Case TR320, Cat 299D, John Deere 333E, or equal.
- 2.4.9.1. Equipment shall include cab with full ROPS protection, a minimum of 80hp (net), a minimum SAE operating weight of 7,968 lbs, a standard duty smooth bucket, and high flow hydraulics. Enclosed cab is not necessary.
- 2.4.10. **Mini-Excavator:** Acceptable Models – Cat 305 5E CR, Takeuchi TB 250, John Deere 50G, Kubota KX057-4, or equal.
- 2.4.10.1 Unit shall have enclosed cab w/integral ROPS, heat/AC, 36" Smooth bucket. Operating weight shall be between 10,000 and 11,000 lbs.
- 2.4.11. **Small Tandem Vibratory Roller:** Acceptable Models – Bomag BW900-50, Wacker RD12-90, or equal.
- 2.4.11.1. Equipment shall have integral ROPS and have a functioning water/drum sprayer system. Minimum operating weight of 2,400 lbs., 34" minimum drum width.
- 2.4.12. **Message Board – (Solartek MB4048 OR EQUAL):** Solar powered, towable message board; 126" x 76" Display, 450 Watt Solar Array.
- 2.4.13. **Arrow Board – (Solartek AB0525D or EQUAL):** 50-450 Watt; High density LED Lamps; Solar powered for silent and emissions free operation; Towable.
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
- 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is one (1) to six (6) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is **non-exclusive** and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a **primary, secondary and tertiary, etc. suppliers** for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for

utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri, 65201. Correct monthly invoices will be paid within 30 days of receiving a correct monthly statement. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.
- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Multiply the lease charge per day by the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Tom Bass Dr., Columbia, Missouri, 65201.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)

**3. Response Presentation and Review**

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

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

---

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_



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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



***“No Bid” Response Form***

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

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

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 21-07MAY14 - Road Construction Equipment Rental Term and Supply**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:

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

GATEWAY BOBCAT OF MISSOURI, INC.  
DUNS: 15620723 CAGE Code: 1QDL1  
Status: Active

401 W OUTER RD  
VALLEY PARK, MO, 63088-2031,  
UNITED STATES

### Entity Overview

#### Entity Information

**Name:** GATEWAY BOBCAT OF MISSOURI, INC.  
**Doing Business As:** BOBCAT OF ST LOUIS  
**Business Type:** Business or Organization  
**POC Name:** Bobbi Bruder  
**Registration Status:** Active  
**Activation Date:** 02/18/2014  
**Expiration Date:** 02/18/2015

#### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

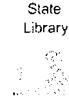
IBM v1.1725.20140509-1810

WWW2

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



**JASON KANDER**  
 MISSOURI  
 SECRETARY  
 OF STATE



2013-2014 Missouri Poster

2014 General Assembly Roster

2013-2014 Official Manual

Missouri Election Laws

Missouri Constitution

State Symbols

SOS Forms

Order Publications Online

Kids Page

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 6/2/2014

Business Name History

Name	Name Type
BOBCAT OF ST. LOUIS	Legal

Fictitious Registration - Domestic - Information

<b>Charter Number:</b>	X00339558
<b>Status:</b>	Fictitious Active
<b>Entity Creation Date:</b>	6/4/1998
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	8/28/2014

Owners

<b>Name:</b>	GATEWAY BOBCAT OF MISSOURI, INC.
<b>Address:</b>	401 WEST OUTER ROAD VALLEY PARK MO 63088

- [sos.mo.gov](#)
- [Internet Privacy Policy](#)
- [Bid Opportunities](#)
- [Missouri State Government](#)
- [Employment](#)
- [Directions](#)
- [Site Map](#)
- [Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
 Info@sos.mo.gov  
 Branch Offices

**PURCHASE AGREEMENT  
FOR  
ROAD CONSTRUCTION EQUIPMENT RENTAL**

**THIS AGREEMENT** dated the 22<sup>ND</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Fabick Bros. Equipment Co., d/b/a Fabick CAT**, 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 **Road Construction Equipment Rental Term & Supply**, County of Boone Request for Bid for Road Construction Rental Equipment Term & Supply, bid number **21-07MAY14**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **May 13, 2014** and executed by **M. Jordan Davis** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **date of award through February 28, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to rent from the Contractor and the Contractor agrees to supply the following Road Construction Equipment:

**Secondary Supplier**

- a. 4.7.1. - Cat CS56 B/2013 / Self-propelled Single-Smooth Drum Vibratory Roller
- b. 4.7.8. - Freightliner M2 4000 Gal / Self-propelled Water Tanker Distributor
- c. 4.7.11. - Cat CB24/2012 / Small Tandem Vibratory Roller

**Tertiary Supplier**

- d. 4.7.2. - Cat CP56 B/2013 / Self-propelled Single Drum Padfoot Vibratory Roller
- e. 4.7.4. - Cat D6T/2013 / Crawler Dozer
- f. 4.7.5. - Cat D5k/2013 / Finish Dozer
- g. 4.7.9. - Cat 299D/2013 / Compact Track Loader
- h. 4.7.10. - Cat 305.5E/2013 / Mini Excavator

**Quaternary Supplier**

- i. 4.7.7. - Cat 420E/2013 / Backhoe 4WD

**4. Delivery** - Contractor agrees to deliver the product as set forth in the bid documents within five to ten (5-10) days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees 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 correct monthly

invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

**FABICK BROS. EQUIPMENT CO., D/B/A  
FABICK CAT**

**BOONE COUNTY, MISSOURI**

by [Signature]  
title Strategic Account Manager  
Commissioner

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

address 7841 E. ABC Lane  
Columbia MO 65202

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]  
Signature by [initials]

7/14/14  
Date

2040/71700 Term & Supply  
No Encumbrance Required  
Appropriation Account

REVISED RESPONSE FORM

County of Boone

Purchasing Department

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

- 4.1. Company Name: Fabrick Cat
- 4.2. Address: 7841 East ABC Lane
- 4.3. City/Zip: Columbia MD 65202
- 4.4. Phone Number: 573-808-5371
- 4.5. Fax Number: 573-442-0630
- 4.6. Federal Tax ID: 43-0263380

- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.7. PRICING

		Parts: Cost Plus % Amount	Monthly Lease Cost	Delivery Date After Receipt of Order (ARO) Number of Days
4.7.1.	<b>Self-propelled Single-Smooth Drum Vibratory Roller</b> Make: <u>Cat</u> Model: <u>CS56 B</u> Year: <u>2013</u> Current Hour Meter Reading: <u>450</u>	<u>0</u> %	\$ <u>5,940</u>	<u>10</u>
4.7.2.	<b>Self-propelled Single Drum Padfoot Vibratory Roller</b> Make: <u>Cat</u> Model: <u>CP56 B</u> Year: <u>2013</u> Current Hour Meter Reading: <u>300</u>	<u>0</u> %	\$ <u>6,250</u>	<u>10</u>
4.7.3.	<b>Self-propelled Pneumatic Tire Compactor</b> Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	<u>0</u> %	\$ <u>N/A</u>	<u>N/A</u>
4.7.4.	<b>Crawler Dozer</b> Make: <u>Cat</u> Model: <u>D6T</u> Year: <u>2013</u> Current Hour Meter Reading: <u>700</u>	<u>0</u> %	\$ <u>9,240</u>	<u>10</u>
4.7.5.	<b>Finish Dozer</b> Make: <u>Cat</u> Model: <u>D5K-2</u> Year: <u>2013</u> Current Hour Meter Reading: <u>500</u>	<u>0</u> %	\$ <u>4,840</u>	<u>10</u>



REVISED RESPONSE FORM

		Parts: Cost Plus % Amount	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.6.	<b>Track Excavator</b> Make: <u>Cat</u> Model: <u>320E</u> Year: <u>2013</u>	<u>0</u> %	\$ <u>6760</u>	<u>10</u>
4.7.6.1.	<b>Hydraulic Quick Coupler</b> Make: <u>Cat</u> Model: <u>Dual Lock</u> Year: <u>2013</u>	<u>0</u> %	\$ <u>Included w/320E</u>	<u>10</u>
4.7.6.2.	<b>Hydraulic Breaker</b> Make: <u>Cat</u> Model: <u>H120</u> Year: <u>2013</u>	<u>0</u> %	\$ <u>5860</u>	<u>10</u>
4.7.6.3.	<b>36" Severe Duty Bucket</b> Make: <u>Cat</u> Model: <u>B320-36"</u> Year: <u>2013</u>	<u>0</u> %	\$ <u>200</u>	<u>10</u>
4.7.6.4.	<b>60" Ditching Bucket 72"</b> Make: <u>Cat</u> Model: <u>B320-72"</u> Year: _____	<u>0</u> %	\$ <u>200</u>	<u>10</u>
4.7.7.	<b>Backhoe 4WD</b> Make: <u>Cat</u> Model: <u>420E'</u> Year: <u>2013</u> Current Hour Meter Reading: <u>500</u>	<u>0</u> %	\$ <u>2800</u>	<u>10</u>
4.7.8.	<b>Self-propelled Water Tanker Distributor</b> Make: <u>Freightliner</u> Model: <u>M2-4000 gal</u> Year: <u>2006</u> Current Hour Meter Reading: _____	<u>0</u> %	\$ <u>5500</u>	\$ <u>10</u>
4.7.9.	<b>Compact Track Loader</b> Make: <u>Cat</u> Model: <u>299D</u> Year: <u>2013</u> Current Hour Meter Reading: <u>100</u>	<u>0</u> %	\$ <u>2740</u>	<u>5</u>
4.7.10.	<b>Mini Excavator</b> Make: <u>Cat</u> Model: <u>305.5E</u> Year: <u>2013</u> Current Hour Meter Reading: <u>50</u>	<u>0</u> %	\$ <u>2740</u>	<u>5</u>

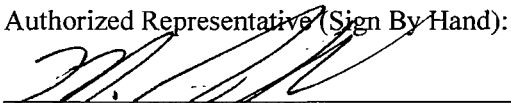
**REVISED RESPONSE FORM**

	<b>Small Tandem Vibratory Roller</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.11.	Make: <u>Cat</u> Model: <u>CB24</u> Year: <u>2012</u> Current Hour Meter Reading: <u>100</u>	<u>0</u> %	\$ <u>1560</u>	\$ <u>10</u>
4.7.12.	<b>Message Board – (Solartek MB4048 OR EQUAL)</b> Make: <u>N/A</u> Model: <u>N/A</u> Year: <u>N/A</u> Current Hour Meter Reading: _____	<u>N/A</u> %	\$ <u>N/A</u>	\$ <u>N/A</u>
4.7.13.	<b>Arrow Board – (Solartek AB0525D or EQUAL):</b> Make: <u>N/A</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	<u>N/A</u> %	\$ <u>N/A</u>	\$ _____
4.8.	<b>FIELD SERVICE</b>			
4.8.1.	<b>Hourly Labor Charge</b>	\$ <u>126</u>		
4.8.2.	<b>Trip Setup or Trip Fee</b>	\$ <u>0</u>		
4.8.3.	<b>Mileage Fee Per Mile</b>	\$ <u>4.50</u>		
4.9.	<b>Renewal Percentages</b>			
4.9.1.	Maximum % Increase 1 <sup>st</sup> Renewal Period: <u>0</u> % Maximum % Increase 2 <sup>nd</sup> Renewal Period: <u>5</u> % Maximum % Increase 3 <sup>rd</sup> Renewal Period: <u>10</u> %			

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

4.14.1. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  Yes  No

4.14.2. Authorized Representative (Sign By Hand):



4.14.3. Type or Print Signed Name:

Jordan Davis

Today's Date: 5/13/14



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

ADDENDUM #1 - Issued May 6, 2014

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

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

1. The County is extending the bid submission deadline until May 21, 2014 at 1:30 P.M. An additional addendum is forthcoming to clarify the pricing Response Form.

By: Amy Robbins  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name: John Fabrick Tractor Company  
Address: 2841 E ABC Lane Columbia MO 65202  
Phone Number: 573-808-5371 Fax Number: 573-442-0630  
Authorized Representative Signature: [Signature] Date: 5/6/14  
Authorized Representative Printed Name: Michael Jordan Davis



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

ADDENDUM #2 - Issued May 12, 2014

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

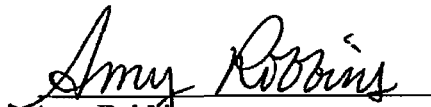
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. The County is clarifying the column on the Response Form labeled, "Parts Cost Per Field Service."

In this column, please provide the "cost plus percentage" amount for parts required for repair due to accidental damage.

A Revised Response Form is attached for your use, please discard the original form.

By:

  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name:

Fabrick Cat

Address:

7841 East ABC Lane Columbia MO 65202

Phone Number:

573-808-5371

Fax Number:

573-442-0630

Authorized Representative Signature:



Date:

5/13/14

Authorized Representative Printed Name:

Michael Jordan Davis

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

County of FRANKLIN)

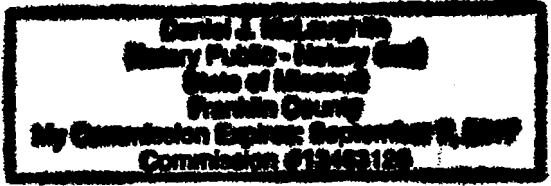
State of MISSOURI )ss  
)

My name is DAVE KRAMER. I am an authorized agent of JOHN FABICK TRACTOR COMPANY (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Dave Kramer 5/6/14  
Affiant Date  
Dave Kramer, CFO  
Printed Name

Subscribed and sworn to before me this 6<sup>th</sup> day of MAY, 2014.



Daniel J. McLaughlin  
Notary Public

**Attach to this form the *E-Verify Memorandum of Understanding* (or the first and last page) that you completed when enrolling that verifies proof of enrollment.**



Company ID Number: 190764  
Client Company ID Number: 191423

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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



# E-Verify



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190764  
Client Company ID Number: 191423

**Approved by:**

**Employer FABICK CAT**

ROSE M DIERKER  
Name (Please Type or Print)

HR MANAGER  
Title

Rose M Dierker  
Signature

02/18/2009  
Date

**Designated Agent U.S. BACKGROUND SCREENING, INC.**

andrew klein  
Name (Please Type or Print)

Title

Electronically Signed  
Signature

02/18/2009  
Date

**Department of Homeland Security – Verification Division**

USCIS Verification Division  
Name (Please Type or Print)

Title

Electronically Signed  
Signature

02/18/2009  
Date

Company ID Number: 190764  
Client Company ID Number: 191423

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

**Information relating to your Company:**

**Company Name:** FABICK CAT

**Company Facility Address:** 1 FABICK DRIVE

FENTON, MO 63026

**County or Parish:** SAINT LOUIS

**Employer Identification**

**Number:** 430263380

**North American Industry  
Classification Systems**

**Code:** 238

**Parent Company:**

**Number of Employees:** 500 to 999



(Please complete and return with Contract)

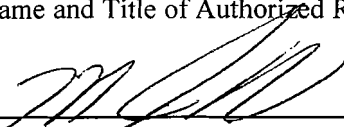
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Michael Jordan Davis - Strategic Account Manager  
Name and Title of Authorized Representative

  
Signature

5/6/2014  
Date

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

JOHN FABICK TRACTOR COMPANY  
DUNS: 021032329 CAGE Code: 80989  
Status: Active

1 FABICK DR  
BENTON, MO, 63026-2929,  
UNITED STATES

**Entity Overview**

Entity Information

**Name:** JOHN FABICK TRACTOR COMPANY  
**Doing Business As:** FABICK CAT  
**Business Type:** Business or Organization  
**POC Name:** Dina Varsam  
**Registration Status:** Active  
**Activation Date:** 07/03/2013  
**Expiration Date:** 07/03/2014

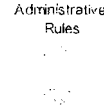
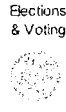
Exclusions

**Active Exclusion Records?** No



# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE



[2013-2014 Missouri Roster](#)

[2014 General Assembly Roster](#)

[2013-2014 Official Manual](#)

[Missouri Election Laws](#)

[Missouri Constitution](#)

[State Symbols](#)

[SOS Forms](#)

[Order Publications Online](#)

[Kids Page](#)

## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 6/2/2014

### Business Name History

Name	Name Type
Fabick CAT	Legal

### Fictitious Registration - Domestic - Information

<b>Charter Number:</b>	X01362036
<b>Status:</b>	Fictitious Active
<b>Entity Creation Date:</b>	12/10/2013
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	12/10/2018

### Owners

<b>Name:</b>	<b>FABICK BROS. EQUIPMENT CO.</b>
<b>Address:</b>	ONE FABICK DRIVE FENTON MO 63026

- [sos.mo.gov](#)
- [Internet Privacy Policy](#)
- [Bid Opportunities](#)
- [Missouri State Government](#)
- [Employment](#)
- [Directions](#)
- [Site Map](#)
- [Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices

**PURCHASE AGREEMENT  
FOR  
ROAD CONSTRUCTION EQUIPMENT RENTAL**

**THIS AGREEMENT** dated the 22<sup>nd</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, Inc., d/b/a Tri-State Construction Equipment Co.**, 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 **Road Construction Equipment Rental Term & Supply**, County of Boone Request for Bid for Road Construction Renal Equipment Term & Supply, bid number **21-07MAY14**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **April 25, 2014** and executed by **Brian Rowe** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **date of award through February 28, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to rent from the Contractor and the Contractor agrees to supply the following Road Construction Equipment:

**Primary Supplier**

- a. 4.7.3. – Bomag BW11RH / Self-propelled Pneumatic Tire Compactor
- b. 4.7.4. – JD 850K / Crawler Dozer

**Secondary Supplier**

- c. 4.7.5. – JD 650K / Finish Dozer

**Tertiary Supplier**

- d. 4.7.7. – JD 310SK / Backhoe 4WD

**Quaternary Supplier**

- e. 4.7.1. – Bomag BW213DH-040 / Self-Propelled Single-Smooth Drum Vibratory Roller
- f. 4.7.2. – Bomag BW214PDH-40 / Self-Propelled Single Drum Padfoot Vibratory Roller
- g. 4.7.6. – JD 210G / Track Excavator
- h. 4.7.10. – JD 50G / Mini Excavator

**Quinary Supplier**

- i. 4.7.9. – JD 333E / Compact Track Loader

**4. Delivery** - Contractor agrees to deliver the product as set forth in the bid documents within ten (10) days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees 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 correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**MARTIN EQUIPMENT OF ILLINOIS, INC.,  
D/B/A TRI-STATE CONSTRUCTION  
EQUIPMENT COMPANY**

**BOONE COUNTY, MISSOURI**

by Brian Rose  
title Store Manager

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

address 1000 Industrial Dr  
Ashland, Mo. 65010

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]  
Signature by ajf

7/14/14  
Date

2040/71700 Term & Supply  
No Encumbrances Required  
Appropriation Account

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

- 4.1. Company Name: Tri-State Construction Equipment Co.
- 4.2. Address: 106 Industrial Drive
- 4.3. City/Zip: Ashland, Mo. 65010
- 4.4. Phone Number: 573-657-2154
- 4.5. Fax Number: 573-657-1012
- 4.6. Federal Tax ID: 371090568

- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.7. PRICING

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date After Receipt of Order (ARO) Number of Days
4.7.1.	<b>Self-propelled Single-Smooth Drum Vibratory Roller</b> Make: <u>Bomag</u> Model: <u>BW213DH-40</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ 6,850.00	10
4.7.2.	<b>Self-propelled Single Drum Padfoot Vibratory Roller</b> Make: <u>Bomag</u> Model: <u>BW213PDH-40</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ 6,850.00	10
4.7.3.	<b>Self-propelled Pneumatic Tire Compactor</b> Make: <u>Bomag</u> Model: <u>BW11RH</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ 4,100.00	10
4.7.4.	<b>Crawler Dozer</b> Make: <u>John Deere</u> Model: <u>850K</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ 7,150.00	10
4.7.5.	<b>Finish Dozer</b> Make: <u>John Deere</u> Model: <u>650K</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ 4,300.00	10



4.7.6.	<b>Track Excavator</b> Make: <u>John Deere</u> Model: <u>210G</u> Year: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$5,850.00	<b>Delivery Date ARO Number of Days</b> 10
4.7.6.1.	<b>Hydraulic Quick Coupler</b> Make: <u>Included</u> Model: _____ Year: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$ —	<b>Delivery Date ARO Number of Days</b>
4.7.6.2.	<b>Hydraulic Breaker</b> Make: <u>NPK</u> Model: <u>GH9</u> Year: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$ 6,000.00	<b>Delivery Date ARO Number of Days</b> 10
4.7.6.3.	<b>36" Severe Duty Bucket</b> Make: <u>Included</u> Model: _____ Year: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$ —	<b>Delivery Date ARO Number of Days</b>
4.7.6.4.	<b>60" Ditching Bucket</b> Make: <u>Included</u> Model: _____ Year: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$ —	<b>Delivery Date ARO Number of Days</b>
4.7.7.	<b>Backhoe 4WD</b> Make: <u>John Deere</u> Model: <u>310SK</u> Year: _____ Current Hour Meter Reading: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$2,500.00	<b>Delivery Date ARO Number of Days</b> 10
4.7.8.	<b>Self-propelled Water Tanker Distributor</b> Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$ —	<b>Delivery Date ARO Number of Days</b> \$ —
4.7.9.	<b>Compact Track Loader</b> Make: <u>John Deere</u> Model: <u>333E</u> Year: _____ Current Hour Meter Reading: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$ 3,300.00	<b>Delivery Date ARO Number of Days</b> 10
4.7.10.	<b>Mini Excavator</b> Make: <u>John Deere</u> Model: <u>50G</u> Year: _____ Current Hour Meter Reading: _____	<b>Parts Cost Per Field Service</b> \$ —	<b>Monthly Lease Cost</b> \$ 3,000.00	<b>Delivery Date ARO Number of Days</b> 10

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.11.	Small Tandem Vibratory Roller Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ —	\$ —	\$ —
4.7.12.	Message Board – (Solartek MB4048 OR EQUAL) Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ —	\$ —	\$ —
4.7.13.	Arrow Board – (Solartek AB0525D or EQUAL): Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ —	\$ —	\$ —
4.7.14.	<b>TOTAL</b>	\$	\$	
4.8.	<b>FIELD SERVICE</b>			
4.8.1.	Hourly Labor Charge	\$115.00		
4.8.2.	Trip Setup or Trip Fee	\$		
4.8.3.	Mileage Fee Per Mile	\$1.50		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 1 <sup>st</sup> Renewal Period: <u>5</u> %			
	Maximum % Increase 2 <sup>nd</sup> Renewal Period: <u>5</u> %			
	Maximum % Increase 3 <sup>rd</sup> Renewal Period: <u>5</u> %			

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

4.14.1. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? X Yes \_\_\_\_\_ No

4.14.2. Authorized Representative (Sign By Hand):

B. Rowe

4.14.3. Type or Print Signed Name:

Brian Rowe

Today's Date: 4/25/14



## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Tri-State Equipment Company - Ashland (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

# E-Verify



Company ID Number: 202756

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

**Employer Tri-State Equipment Company - Ashland**

**DeLene Bane**

Name Please Print or Print

Date

*Electronically Signed*

Signature

04/01/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name Please Print or Print

Date

*Electronically Signed*

Signature

04/01/2009

Date

Company ID Number: 202756

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Tri-State Equipment Company - Ashland

Company Facility Address: 108 Industrial Drive

Ashland, MD 20510

Company Alternate  
Address:

County or Parish: BOONE

Employer Identification

Number: 071090582

North American Industry  
Classification Systems

Code: 412

Parent Company: Tri-State Equipment Company

Number of Employees: 20 to 99

Number of Sites Verified

for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 2 site(s)

# E-Verify



Company ID Number: 202756

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

Name:	DeLene M Bane	Fax Number:	(309) 965 - 2711
Telephone Number:	(800) 865 - 2716 ext. 125		
E-mail Address:	delene@meoi.com		

**Company ID Number: 200678**

**E-VERIFY  
CORPORATE COMPANY**

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

**INFORMATION REQUIRED  
FOR E-VERIFY**

Information relating to your Company:

Company Name: Tri-State Equipment Company

Company Facility Address: 106 Industrial Drive  
Ashland, MO 65010

County or Parish: BOONE

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

Name: **DeLene M Bane**  
Telephone Number: **(800) 865 - 2716 ext. 125** Fax Number:  
E-mail Address: **delene@meoi.com**



(Please complete and return with Contract)

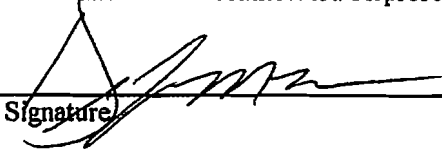
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Delene M. Bane / General Operations Mgr  
Name and Title of Authorized Representative

  
Signature

May 1, 2014  
Date



*Request for Bid (RFB)*

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

***Amy Robbins, Senior Buyer***  
(573) 886-4392 - FAX (573) 886-4390  
Email: arobbins@boonecountymo.org

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***Bid Data***

Bid Number: **21-07MAY14**  
Commodity Title: **Road Construction Equipment Rental Term & Supply**

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

***Bid Submission Address and Deadline***

Day / Date: **Wednesday, May 7, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: **The Annex Building is located on the Northwest corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

***Bid Opening***

Day / Date: **Wednesday, May 7, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**
- Instructions for Compliance with House Bill 1549  
Work Authorization Certification  
Certification of Individual Bidder  
Individual Bidder Affidavit  
Debarment Certification  
Standard Terms and Conditions**

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

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through February 28, 2015, and may be automatically renewed for an additional three (3) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Caterpillar CS56B, Case SV216, Bomag BW213DH-40, or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Case SV216 Padfoot, Caterpillar CP56B, and Bomag BW213PDH-40 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Tire Compactor (1):** Acceptable Models – Caterpillar PS-150C, Bomag BW11RH, Volvo PT125R, and Hypac C530H or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 85hp, a minimum SAE operating weight (ballasted) of 27,000 lbs., and nine (9) pneumatic wheels/tires, and must include full FOPS protection.
- 2.4.4. **Crawler Dozer:** Acceptable Models – John Deere 850K, Case 2050M, and Cat D6T or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 45,000 lbs. and a minimum SAE net horsepower of 200 hp; and must include full ROPS protection. Limb risers are preferable to protect cab and hood.
- 2.4.5. **Finishing Dozer:** Acceptable Models – Case 850L, Cat D5K 2, John Deere 650K, or equal.
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,960 lbs., and a minimum SAE net horsepower of 99 hp.
- 2.4.6. **Track Excavator with Attachments:** Acceptable Models – Komatsu PC170LC-10, Cat 319DL, John Deere 210G, Case CX210C or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 47,200 lbs., a minimum 18’7” boom length, a

minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.

2.4.7. **Backhoe 4WD:** Acceptable Models – Case 580SN, John Deere 310SK, and Cat 420F, or equal.

2.4.7.1. Equipment shall have enclosed cab with air conditioning and heat, a minimum SAE net horsepower of 84hp, a minimum operating weight of 14,285 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.

2.4.8. **Self-Propelled Water Tanker Distributor:** Acceptable Models – Any as specified, except off-road type.

2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**

2.4.9. **Compact Track Loader:** Acceptable Models – Case TR320, Cat 299D, John Deere 333E, or equal.

2.4.9.1. Equipment shall include cab with full ROPS protection, a minimum of 80hp (net), a minimum SAE operating weight of 7,968 lbs, a standard duty smooth bucket, and high flow hydraulics. Enclosed cab is not necessary.

2.4.10. **Mini-Excavator:** Acceptable Models – Cat 305 5E CR, Takeuchi TB 250, John Deere 50G, Kubota KX057-4, or equal.

2.4.10.1 Unit shall have enclosed cab w/integral ROPS, heat/AC, 36" Smooth bucket. Operating weight shall be between 10,000 and 11,000 lbs.

2.4.11. **Small Tandem Vibratory Roller:** Acceptable Models – Bomag BW900-50, Wacker RD12-90, or equal.

2.4.11.1. Equipment shall have integral ROPS and have a functioning water/drum sprayer system. Minimum operating weight of 2,400 lbs., 34" minimum drum width.

2.4.12. **Message Board – (Solartek MB4048 OR EQUAL):** Solar powered, towable message board; 126" x 76" Display, 450 Watt Solar Array.

2.4.13. **Arrow Board – (Solartek AB0525D or EQUAL):** 50-450 Watt; High density LED Lamps; Solar powered for silent and emissions free operation; Towable.

2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.

2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.

2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.

2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.

2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.

2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.

2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is one (1) to six (6) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.

2.8. **NON-EXCLUSIVITY** – The contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a **primary, secondary and tertiary, etc. suppliers** for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for

utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri, 65201. Correct monthly invoices will be paid within 30 days of receiving a correct monthly statement. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.
- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Multiply the lease charge per day by the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Tom Bass Dr., Columbia, Missouri, 65201.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)



3. Response Presentation and Review

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

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



*"No Bid" Response Form*

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

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

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 21-07MAY14 - Road Construction Equipment Rental Term and Supply**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

# Search Results

**Current Search Terms: Tri-State construction\* equipment\* Co.\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

## Glossary

### Search Results

Entity

Exclusion

### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

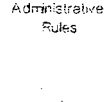
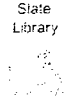
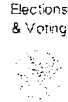
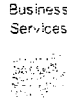
IBM v1.1725.20140509-1810

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



# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE



Search Type: Starting With  
Search Date: 6/3/2014

Search Criteria: Tri-State Construction Equipment Co.  
Search Time: 11:02

Click on the Business Entity Name or Charter Number to view more information.

2013-2014 Missouri  
Register

2014 General  
Assembly Roster

2013-2014 Official  
Manual

Business Entity Name	Charter Number	Type	Status
<a href="#">ROMERSBERGER, INC.</a>	<a href="#">00313998</a>	General Business	Term/Cancel
<a href="#">TRI-STATE CONSTRUCTION EQUIPMENT CO</a>	<a href="#">X00288771</a>	Fictitious Registration	Fictitious Expired
<a href="#">TRI-STATE CONSTRUCTION EQUIPMENT COMPANY</a>	<a href="#">X00143413</a>	Fictitious Registration	Inactive
<a href="#">TRI-STATE CONSTRUCTION EQUIPMENT COMPANY, INC.</a>	<a href="#">00313998</a>	General Business	Term/Cancel

Records Returned 1 to 4

Missouri Election  
Laws

Missouri Constitution

State Symbols

SOS Forms

Order Publications  
Online

Kids Page

[sos.mo.gov](#)  
[Internet Privacy Policy](#)  
[Bid Opportunities](#)  
[Missouri State Government](#)  
[Employment](#)  
[Directions](#)  
[Site Map](#)  
[Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[info@sos.mo.gov](mailto:info@sos.mo.gov)  
 Branch Offices







# State of Missouri

No. X 288771

Rebecca McDowell Cook, Secretary of State  
Corporation Division

## Registration of Fictitious Name (Submit in duplicate with a filing fee of \$7)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another company or corporation from adopting and using the same name. (RSMo 417)

We, the undersigned, are doing business under the following name, and at the following address:

Name to be registered: TRI-STATE CONSTRUCTION EQUIPMENT CO.

Missouri Business Address: ROUTE #1, U.S. 61 & 24 NORTH  
(P.O. Boxes not accepted)

City, State and Zip Code: PALMYRA, MO 63461

The parties having an interest in the business, and the percentage they own are (if a corporation is owner, indicate corporation name and percentage owned). If all parties are jointly and severally liable, percentage of ownership need not be listed:

Name of Owners, Individual or Corporate	Street and Number	City	State and Zip Code	If listed, Percentage of ownership must equal 100%
MARTIN EQUIPMENT OF IL, INC.	JCT I74 & RT 117	GOODFIELD,	IL, 61742	100%

(Must be typed or printed)

Return to: Secretary of State  
Corporation Division  
P.O. Box 778  
Jefferson City, Mo. 65102

(Over)

# FILED

JUN 12 1995

*Rebecca McDowell Cook*  
SECRETARY OF STATE

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

Individual Owners Sign Here { X \_\_\_\_\_ X \_\_\_\_\_  
X \_\_\_\_\_ X \_\_\_\_\_  
X \_\_\_\_\_ X \_\_\_\_\_

The undersigned corporation has caused this application to be executed in its name by its President or Vice-President and its Secretary or Assistant Secretary, this 30TH day of MAY, 19 95.

If Corporation is Owner, Corporate Officers Execute Here:

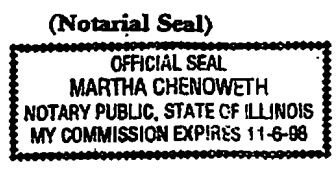
MARTIN EQUIPMENT OF ILLINOIS, INC.  
(Exact Corporate Title)  
By Robert J. Martin Jr. Its President or Vice-President  
By Lois J. Martin Its Secretary or Assistant Secretary

(Corporate Seal)  
If no seal, state "none".

State of Missouri Illinois } ss  
County of Woodford

I, Martha M. Chenoweth, A Notary Public, do hereby certify that on the 30th day of May, 19 95, personally appeared before me Robert J. Martin Jr. and being first duly sworn by me, acknowledged that he signed as his own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Martha M. Chenoweth  
Notary Public

My commission expires 11/6/98

**PURCHASE AGREEMENT  
FOR  
ROAD CONSTRUCTION EQUIPMENT RENTAL**

THIS AGREEMENT dated the 22<sup>ND</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Hertz Equipment Rental Corporation**, 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 **Road Construction Equipment Rental Term & Supply**, County of Boone Request for Bid for Road Construction Rental Equipment Term & Supply, bid number **21-07MAY14**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **May 5, 2014** and executed by **Jason Oosterbeek** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **date of award through February 28, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to rent from the Contractor and the Contractor agrees to supply the following Road Construction Equipment:

**Primary Supplier**

- a. 4.7.1. - Volvo SD 100 / Self-propelled Single-Smooth Drum Vibratory Roller
- b. 4.7.2. - Volvo SD 100 w/Padfoot / Self-propelled Single Drum Padfoot Vibratory Roller
- c. 4.7.5. - JD 650 JLGP / Finish Dozer
- d. 4.7.8. - Ledwell 3700 Gal / Self-propelled Water Tanker Distributor
- e. 4.7.9. - JD 329 / Compact Track Loader
- f. 4.7.10. - JD 50D / Mini Excavator
- g. 4.7.11. - Wacker RD 12 / Small Tandem Vibratory Roller
- h. 4.7.12. - Allmond 2200 SE / Message Board
- i. 4.7.13. - ADDCO DH 10000 / Arrow Board

**Secondary Supplier**

- j. 4.7.4. - JD 850 / Crawler Dozer
- k. 4.7.6. - JD 200 / Track Excavator
- l. 4.7.7. - JD Ext 310 - Backhoe 4WD

**4. Delivery** - Contractor agrees to deliver the product as set forth in the bid documents within five (5) days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees 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 correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

**HERTZ EQUIPMENT RENTAL CORPORATION BOONE COUNTY, MISSOURI**

by [Signature]  
title VICE PRESIDENT

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

address 3181 N. Bay Village Ct  
Bonita Springs, FL 34135

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]  
Signature

7/14/14  
Date

2040/71700 Term & Supply  
No Encumbrance Required  
Appropriation Account

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

4.1. Company Name: Hertz Equipment Rental Corporation

4.2. Address: 3030 Market St

4.3. City/Zip: St. Louis, MO. 63103

4.4. Phone Number: 314-534-8300

4.5. Fax Number: 866-777-0696

4.6. Federal Tax ID: 13-6174127

- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING

Item #	Description	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date After Receipt of Order (ARO) Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: <u>VOLVO</u> Model: <u>VOLVO SD 100</u> Year: _____ Current Hour Meter Reading: _____	\$+20% of cost	\$ 3850	5
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: <u>VOLVO</u> Model: <u>SD 100 w/ PADFOOD</u> Year: _____ Current Hour Meter Reading: _____	\$ +20% of cost	\$ 4325	5
4.7.3.	Self-propelled Pneumatic Tire Compactor Make: <u>NO BID</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	\$	\$	
4.7.4.	Crawler Dozer Make: <u>JD</u> Model: <u>850</u> Year: _____ Current Hour Meter Reading: _____	\$ +20% of cost	\$ 8500	5
4.7.5.	Finish Dozer Make: <u>JD</u> Model: <u>650 JLGP</u> Year: _____ Current Hour Meter Reading: _____	\$ +20% of cost	3495 or \$ 3870 <i>per Mark Plaster</i>	5

*5/30/14 AR*

4.7.6.	<b>Track Excavator</b> Make: <u>JD</u> Model: <u>200</u> Year: _____	Parts Cost Per Field Service \$ +20% of cost	Monthly Lease Cost \$4695	Delivery Date ARO Number of Days 5
4.7.6.1.	<b>Hydraulic Quick Coupler</b> Make: <u>NO BID</u> Model: _____ Year: _____	Parts Cost Per Field Service \$	Monthly Lease Cost \$	Delivery Date ARO Number of Days
4.7.6.2.	<b>Hydraulic Breaker</b> Make: <u>KENT 11</u> Model: <u>KH B30</u> Year: _____	Parts Cost Per Field Service \$ +20% of Cost	Monthly Lease Cost \$ 3295	Delivery Date ARO Number of Days
4.7.6.3.	<b>36" Severe Duty Bucket</b> Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ +20% of Cost	Monthly Lease Cost \$ 175	Delivery Date ARO Number of Days 5
4.7.6.4.	<b>60" Ditching Bucket</b> Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ +20% of Cost	Monthly Lease Cost \$ 195	Delivery Date ARO Number of Days 5
4.7.7.	<b>Backhoe 4WD</b> Make: <u>JD EXT</u> Model: <u>310</u> Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ +20% of Cost	Monthly Lease Cost \$ 1850	Delivery Date ARO Number of Days 5
4.7.8.	<b>Self-propelled Water Tanker Distributor</b> Make: <u>LEDWELL</u> Model: <u>3700 GALLON</u> Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ +20% of Cost	Monthly Lease Cost \$ 3495	Delivery Date ARO Number of Days \$ 5
4.7.9.	<b>Compact Track Loader</b> Make: <u>JD</u> Model: <u>329</u> Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ +20% of cost	Monthly Lease Cost \$ 1695	Delivery Date ARO Number of Days 5
4.7.10.	<b>Mini Excavator</b> Make: <u>JOHN DEERE</u> Model: <u>50D</u> Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ +20% of cost	Monthly Lease Cost \$ 1695	Delivery Date ARO Number of Days 5

	Small Tandem Vibratory Roller	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.11.	Make: <u>WACKER</u> Model: <u>RD 12</u> Year: _____ Current Hour Meter Reading: _____	\$+20% of cost	\$ 1350	\$
4.7.12.	Message Board – (Solartek MB4048 OR EQUAL) Make: <u>Allmond</u> Model: <u>2200 SE</u> Year: _____ Current Hour Meter Reading: _____	\$+20% of cost	<del>\$ 1050</del> 425 <sup>00</sup>	<i>Transport in error mark grant 5/30/14</i> 
4.7.13.	Arrow Board – (Solartek AB0525D or EQUAL): Make: <u>ADDCO</u> Model: <u>DH 10000</u> Year: _____ Current Hour Meter Reading: _____	\$+20% of cost	<del>\$ 425</del> 1050 <sup>00</sup>	
4.7.14.	<b>TOTAL</b>	\$	\$	
<b>4.8.</b>	<b>FIELD SERVICE</b>			
4.8.1.	Hourly Labor Charge	\$ 137 HOUR		
4.8.2.	Trip Setup or Trip Fee	\$ N/C		
4.8.3.	Mileage Fee Per Mile	\$		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 1 <sup>st</sup> Renewal Period: <u>0</u> % after first year Maximum % Increase 2 <sup>nd</sup> Renewal Period: <u>0</u> % after second year Maximum % Increase 3 <sup>rd</sup> Renewal Period: <u>NA</u> %			

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

4.14.1. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  Yes  No

4.14.2. Authorized Representative (Sign By Hand):

*Jason OosterbEEK*

4.14.3. Type or Print Signed Name:

JASON OOSTERBEEK

Today's Date: 5-5-14



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

County of LEE )

State of FLORIDA )

)ss  
)

My name is JASON OOSTERBEEK. I am an authorized agent of HERTZ EQUIPMENT RENTAL CORPORATION (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

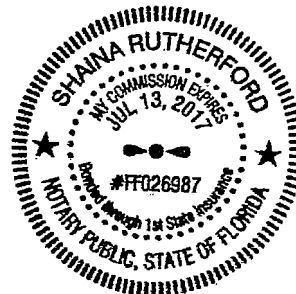
[Signature] 5/5/14  
Affiant Date

JASON OOSTERBEEK  
Printed Name

Subscribed and sworn to before me this 5 day of MAY, 20 14.

[Signature]  
Notary Public

**Attach to this form the E-Verify Memorandum of Understanding (or the first and last page) that you completed when enrolling that verifies proof of enrollment.**



(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

JASON OOSTERBEEK, VICE PRESIDENT

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Name and Title of Authorized Representative

Signature



5-5-14

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Date



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

ADDENDUM #2 - Issued May 12, 2014

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

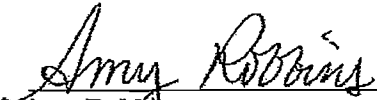
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. The County is clarifying the column on the Response Form labeled, "Parts Cost Per Field Service."

In this column, please provide the "cost plus percentage" amount for parts required for repair due to accidental damage.

A Revised Response Form is attached for your use, please discard the original form.

By:

  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name: Hertz Equipment Rental Corporation

Address: 3030 Market St, St.Louis, MO. 63103

Phone Number: 314-534-8300 Fax Number: 866-777-0696

Authorized Representative Signature:  Date: 5-14-14

Authorized Representative Printed Name: Jason Oosterbeek

**Amy Robbins - Re: County of Boone - Bid#: 21-07MAY14**

---

**From:** Amy Robbins  
**To:** Kenneth Straus  
**Date:** 5/14/2014 9:42 AM  
**Subject:** Re: County of Boone - Bid#: 21-07MAY14  
**CC:** Eric A Holland; Kelly Wyatt

---

Kenneth - I will print the addendum acknowledgment and put it with your sealed bid. Per our phone conversation this morning, you indicated that your sealed bid contains the desired response in the column on the Response Form labeled "Parts Cost Per Field Service" so no revised Response Form is needed.

Thank you,  
Amy

Amy Robbins  
Senior Buyer  
Boone County Purchasing  
613 E. Ash St. Room 109  
Columbia, MO 65201  
Phone 573-886-4392  
Fax 573-886-4390  
Email: [arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)

Check out our web page at: [www.ShowMeBoone.com](http://www.ShowMeBoone.com)

>>> Kenneth Straus <kstraus@hertz.com> 5/14/2014 9:33 AM >>>

Ms. Robbins,

I have attached the original bid and new addendum. Please confirm that we meet the requirements of this addendum #2.

(See attached file: Final Bid.pdf)(See attached file: Addendum #2.pdf)

Thank you,

Kenneth Straus  
Sales Analyst  
Sales Operations  
Hertz Equipment Rental Corporation | 3181 North Bay Village, Bonita  
Springs, FL 34135 USA  
Phone: 239-948-4057  
[kstraus@hertz.com](mailto:kstraus@hertz.com) | [www.hertz.com](http://www.hertz.com)

-----  
This message (including attachments) may contain information that is

# Hertz

**HERTZ EQUIPMENT RENTAL CORPORATION**

3181 N Bay Village Ct -- Sales Administration

Bonita Springs, FL 34135-7222

May 5, 2014

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

RE: Bid 21-07MAY14

To Whom it May Concern,

Thank you for giving Hertz Equipment Rental Corporation (HERC) the opportunity to provide information regarding the above-mentioned Bid.

Enclosed for your review are the following:

- One (1) copy of Bid Document

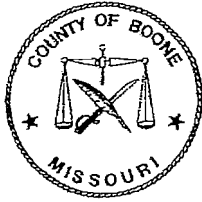
If you have any questions please feel free to contact Eric Holland, Territory Sales Representative in our St. Louis, MO location at 314-534-8300 or you may contact me directly at 239- 948-4057 or [kstraus@hertz.com](mailto:kstraus@hertz.com).

Sincerely,



Ken Straus

Sales Analyst



*Request for Bid (RFB)*

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

*Amy Robbins, Senior Buyer*  
(573) 886-4392 - FAX (573) 886-4390  
Email: arobbins@boonecountymo.org

---

*Bid Data*

Bid Number: **21-07MAY14**  
Commodity Title: **Road Construction Equipment Rental Term & Supply**

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

*Bid Submission Address and Deadline*

Day / Date: **Wednesday, May 7, 2014**  
Time: 1:30 P.M. (Bids received after this time will be returned unopened)  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: The Annex Building is located on the Northwest corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

*Bid Opening*

Day / Date: **Wednesday, May 7, 2014**  
Time: 1:30 P.M. (Bids received after this time will be returned unopened)  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

*Bid Contents*

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Instructions for Compliance with House Bill 1549**  
**Work Authorization Certification**  
**Certification of Individual Bidder**  
**Individual Bidder Affidavit**  
**Debarment Certification**  
**Standard Terms and Conditions**

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

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through February 28, 2015, and may be automatically renewed for an additional three (3) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



## 2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Caterpillar CS56B, Case SV216, Bomag BW213DH-40, or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Case SV216 Padfoot, Caterpillar CP56B, and Bomag BW213PDH-40 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Tire Compactor (1):** Acceptable Models – Caterpillar PS-150C, Bomag BW11RH, Volvo PT125R, and Hypac C530H or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 85hp, a minimum SAE operating weight (ballasted) of 27,000 lbs., and nine (9) pneumatic wheels/tires, and must include full FOPS protection.
- 2.4.4. **Crawler Dozer:** Acceptable Models – John Deere 850K, Case 2050M, and Cat D6T or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 45,000 lbs. and a minimum SAE net horsepower of 200 hp; and must include full ROPS protection. Limb risers are preferable to protect cab and hood.
- 2.4.5. **Finishing Dozer:** Acceptable Models – Case 850L, Cat D5K 2, John Deere 650K, or equal.
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,960 lbs., and a minimum SAE net horsepower of 99 hp.
- 2.4.6. **Track Excavator with Attachments:** Acceptable Models – Komatsu PC170LC-10, Cat 319DL, John Deere 210G, Case CX210C or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 47,200 lbs., a minimum 18’7” boom length, a

minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.

- 2.4.7. **Backhoe 4WD:** Acceptable Models – Case 580SN, John Deere 310SK, and Cat 420F, or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heat, a minimum SAE net horsepower of 84hp, a minimum operating weight of 14,285 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor:** Acceptable Models – Any as specified, except off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.4.9. **Compact Track Loader:** Acceptable Models – Case TR320, Cat 299D, John Deere 333E, or equal.
- 2.4.9.1. Equipment shall include cab with full ROPS protection, a minimum of 80hp (net), a minimum SAE operating weight of 7,968 lbs, a standard duty smooth bucket, and high flow hydraulics. Enclosed cab is not necessary.
- 2.4.10. **Mini-Excavator:** Acceptable Models – Cat 305 5E CR, Takeuchi TB 250, John Deere 50G, Kubota KX057-4, or equal.
- 2.4.10.1 Unit shall have enclosed cab w/integral ROPS, heat/AC, 36" Smooth bucket. Operating weight shall be between 10,000 and 11,000 lbs.
- 2.4.11. **Small Tandem Vibratory Roller:** Acceptable Models – Bomag BW900-50, Wacker RD12-90, or equal.
- 2.4.11.1. Equipment shall have integral ROPS and have a functioning water/drum sprayer system. Minimum operating weight of 2,400 lbs., 34" minimum drum width.
- 2.4.12. **Message Board – (Solartek MB4048 OR EQUAL):** Solar powered, towable message board; 126" x 76" Display, 450 Watt Solar Array.
- 2.4.13. **Arrow Board – (Solartek AB0525D or EQUAL):** 50-450 Watt; High density LED Lamps; Solar powered for silent and emissions free operation; Towable.
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
  - 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
  - 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
  - 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
  - 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is one (1) to six (6) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a primary, secondary and tertiary, etc. suppliers for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for

utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri, 65201. Correct monthly invoices will be paid within 30 days of receiving a correct monthly statement. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.
- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Multiply the lease charge per day by the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Tom Bass Dr., Columbia, Missouri, 65201.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)

3. **Response Presentation and Review**

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

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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



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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:



## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



*"No Bid" Response Form*

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

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

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 21-07MAY14 - Road Construction Equipment Rental Term and Supply**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:

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

# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

Business  
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& VotingInvestor Protection  
& SecuritiesState  
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RulesPublications  
& Forms

## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 6/2/2014

### Business Name History

Name	Name Type
HERTZ EQUIPMENT RENTAL CORPORATION	Legal

### General Business - Foreign - Information

Charter Number:	F00233123
Status:	Good Standing
Entity Creation Date:	7/27/1981
State of Business:	DE
Expiration Date:	Perpetual
Last Registration Report Filed Date:	3/12/2014
Last Registration Report Filed:	2014
Registration Report Month:	January

### Registered Agent

Agent Name:	C T CORPORATION SYSTEM
Office Address:	120 SOUTH CENTRAL AVENUE CLAYTON MO 63105

### Mailing Address:

[sos.mo.gov](http://sos.mo.gov)  
 Internet Privacy Policy  
 Bid Opportunities  
 Missouri State Government  
 Employment  
 Directions  
 Site Map  
 Employee Access



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Hertz\* Equipment\* Rental\* Corporation\***  
**Record Status: Active**

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 028053858 +4: CAGE Code: 0XFT0 DoDAAC:

Expiration Date: Jan 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 5500 COMMERCE BLVD  
City: ROHNERT PARK State/Province: CALIFORNIA  
ZIP Code: 94928-1607 Country: UNITED STATES

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 005569314 +4: CAGE Code: 1E3Q3 DoDAAC:

Expiration Date: Sep 26, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 225 BRAE BLVD  
City: PARK RIDGE State/Province: NEW JERSEY  
ZIP Code: 07656-1870 Country: UNITED STATES

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 049983948 +4: CAGE Code: 1Q0V9 DoDAAC:

Expiration Date: May 29, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 10680 INDUSTRIAL AVE FL 1  
City: ROSEVILLE State/Province: CALIFORNIA  
ZIP Code: 95678-5902 Country: UNITED STATES

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 036834547 +4: CAGE Code: 1Q5U5 DoDAAC:

Expiration Date: May 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 4099 DOLAN DR  
City: FLINT State/Province: MICHIGAN  
ZIP Code: 48504-1322 Country: UNITED STATES

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 033061003	+4:	CAGE Code: 1T8C9 DoDAAC:
Expiration Date: May 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 320 HIGHWAY 49 S City: JACKSON State/Province: MISSISSIPPI ZIP Code: 39218-9440 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 011553356	+4:	CAGE Code: 1LL28 DoDAAC:
Expiration Date: Apr 8, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 266 WELLSIAN WAY FL 1 City: RICHLAND State/Province: WASHINGTON ZIP Code: 99352-4115 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 031133937	+4:	CAGE Code: 3EM21 DoDAAC:
Expiration Date: Apr 7, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1907 E BERGMAN ST City: SPRINGFIELD State/Province: MISSOURI ZIP Code: 65802-2230 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 092719129	+4:	CAGE Code: 0J0S3 DoDAAC:
Expiration Date: Apr 7, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3838 W NAVY BLVD City: PENSACOLA State/Province: FLORIDA ZIP Code: 32507-1220 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 004943796	+4:	CAGE Code: 1P2L0 DoDAAC:
Expiration Date: Apr 2, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 830 PENDALE RD City: EL PASO State/Province: TEXAS ZIP Code: 79907-2718 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 073234825	+4:	CAGE Code: 5J8A2 DoDAAC:
Expiration Date: Apr 2, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2401 N AIRPORT RD City: FORT MYERS ZIP Code: 33907-1401	State/Province: FLORIDA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 038819645	+4:	CAGE Code: 4H3S2 DoDAAC:
Expiration Date: Apr 2, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1516 FM 1845 S City: LONGVIEW ZIP Code: 75603-8413	State/Province: TEXAS Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 002828903	+4:	CAGE Code: 3CTS7 DoDAAC:
Expiration Date: Mar 31, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2010 N BLACK CANYON HWY City: PHOENIX ZIP Code: 85009-2789	State/Province: ARIZONA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 198449555	+4:	CAGE Code: 1RZZ9 DoDAAC:
Expiration Date: Mar 31, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4950 W TILGHMAN ST City: ALLENTOWN ZIP Code: 18104-9364	State/Province: PENNSYLVANIA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 782689558	+4:	CAGE Code: 1UJY7 DoDAAC:
Expiration Date: Mar 31, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2017 RAWLEY RD City: AUGUSTA ZIP Code: 30906-3700	State/Province: GEORGIA Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 198449647	+4:	CAGE Code: 3YVV8 DoDAAC:
Expiration Date: Mar 31, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 41-85 DOREMUS AVE City: NEWARK State/Province: NEW JERSEY ZIP Code: 07105-4804 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 032358439	+4:	CAGE Code: 3PRT9 DoDAAC:
Expiration Date: Mar 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 49 WESLEY ST City: SOUTH HACKENSACK State/Province: NEW JERSEY ZIP Code: 07606-1508 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 080098044	+4:	CAGE Code: 3CJ74 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4578 BUCKLEY RD City: LIVERPOOL State/Province: NEW YORK ZIP Code: 13088-2509 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 043030704	+4:	CAGE Code: 1PY03 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 6 GIBSON RD City: SCARBOROUGH State/Province: MAINE ZIP Code: 04074-9307 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 031683139	+4:	CAGE Code: 4C6S6 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1438 E GALBRAITH RD City: CINCINNATI State/Province: OHIO ZIP Code: 45215-5608 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 808122337	+4:	CAGE Code: 3TWQ9 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 950 W RAWSON AVE City: OAK CREEK State/Province: WISCONSIN ZIP Code: 53154-1443 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 964864615	+4:	CAGE Code: 1RZA9 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5000 INDUSTRIAL DRIVE EXT City: BOSSIER CITY State/Province: LOUISIANA ZIP Code: 71112-2604 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 170784297	+4:	CAGE Code: 1QNN3 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4039 S PEORIA ST City: CHICAGO State/Province: ILLINOIS ZIP Code: 60609-2520 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 168778835	+4:	CAGE Code: 357C3 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3849 W BLUE HERON BLVD City: WEST PALM BEACH State/Province: FLORIDA ZIP Code: 33404-0000 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 020787768	+4:	CAGE Code: 33SJ6 DoDAAC:
Expiration Date: Mar 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5500 36TH STREET SE City: GRAND RAPIDS State/Province: MICHIGAN ZIP Code: 49512-2018 Country: UNITED STATES		



<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 827325916	+4:	CAGE Code: 61LC6 DoDAAC:
Expiration Date: Aug 1, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 6951 NORWITCH DR City: PHILADELPHIA ZIP Code: 19153-0000	State/Province: PENNSYLVANIA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 155347602	+4:	CAGE Code: 1QCP8 DoDAAC:
Expiration Date: Jul 30, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5501 ODONNELL ST City: BALTIMORE ZIP Code: 21224-4629	State/Province: MARYLAND Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 827329280	+4:	CAGE Code: 55XC5 DoDAAC:
Expiration Date: Jul 23, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1624 JAMES P RODGERS DR City: VALDOSTA ZIP Code: 31601-6569	State/Province: GEORGIA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 945198349	+4:	CAGE Code: 1STE9 DoDAAC:
Expiration Date: Jul 23, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5886 ERNEST TAYLOR RD # 1 City: AYDEN ZIP Code: 28513-8419	State/Province: NORTH CAROLINA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 787539659	+4:	CAGE Code: 3LQK7 DoDAAC:
Expiration Date: Jul 23, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1829 CORPORATE DR City: SHREVEPORT ZIP Code: 71107-6345	State/Province: LOUISIANA Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 166659250	+4:	CAGE Code: 5RHM5 DoDAAC:
Expiration Date: Jul 23, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4916 CLARK HOWELL HWY City: ATLANTA State/Province: GEORGIA ZIP Code: 30349-0000 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 791113095	+4:	CAGE Code: 54M22 DoDAAC:
Expiration Date: Jul 23, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 200 BON CREST AVE City: BROUSSARD State/Province: LOUISIANA ZIP Code: 70518-3530 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 364103796	+4:	CAGE Code: 5MFS4 DoDAAC:
Expiration Date: Jul 23, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1913 E 24TH STREET PL City: CHATTANOOGA State/Province: TENNESSEE ZIP Code: 37404-5811 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 622385628	+4:	CAGE Code: 605C8 DoDAAC:
Expiration Date: Jul 31, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1907 N BELTLINE HWY City: MOBILE State/Province: ALABAMA ZIP Code: 36618-1111 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 965852424	+4:	CAGE Code: 60FV5 DoDAAC:
Expiration Date: Jul 31, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2750 STRAWN RD City: WINSTON State/Province: GEORGIA ZIP Code: 30187-0000 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 839868643	+4:	CAGE Code: 3HQ41 DoDAAC:
Expiration Date: Jul 31, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1002 CLAY CT City: DEER PARK State/Province: TEXAS ZIP Code: 77536-4183 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 157379772	+4:	CAGE Code: 437D6 DoDAAC:
Expiration Date: Mar 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1000 KRAMER ST City: CHARLESTON State/Province: WEST VIRGINIA ZIP Code: 25309-9793 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 041511676	+4:	CAGE Code: 3E9P2 DoDAAC:
Expiration Date: Mar 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5850 NW 77TH CT City: MIAMI State/Province: FLORIDA ZIP Code: 33166-3509 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 039199542	+4:	CAGE Code: 53UZ3 DoDAAC:
Expiration Date: Mar 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 30 WALDEN DR City: ARDEN State/Province: NORTH CAROLINA ZIP Code: 28704-3314 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 098170368	+4:	CAGE Code: 1Q3H5 DoDAAC:
Expiration Date: Mar 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 141 W AIRLINE HWY City: KENNER State/Province: LOUISIANA ZIP Code: 70062-6804 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 944009695	+4:	CAGE Code: 1Q7C5 DoDAAC:
Expiration Date: Mar 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3 AVIS DR City: LATHAM State/Province: NEW YORK ZIP Code: 12110-2601 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 949098511	+4:	CAGE Code: 1LDM2 DoDAAC:
Expiration Date: Mar 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2315 PATTERSON AVE SW City: ROANOKE State/Province: VIRGINIA ZIP Code: 24016-2525 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 809566797	+4:	CAGE Code: 1RXB7 DoDAAC:
Expiration Date: Mar 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 131 CORT RD City: COLUMBIA State/Province: SOUTH CAROLINA ZIP Code: 29203-3654 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 612978986	+4:	CAGE Code: 4WDZ0 DoDAAC:
Expiration Date: Mar 11, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 206 ROUTE 109 City: FARMINGDALE State/Province: NEW YORK ZIP Code: 11735-1503 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 033880506	+4:	CAGE Code: 3QLR3 DoDAAC:
Expiration Date: Mar 11, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1320 MURFREESBORO PIKE City: NASHVILLE State/Province: TENNESSEE ZIP Code: 37217-2619 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 090319927	+4:	CAGE Code: 4XZN3 DoDAAC:
Expiration Date: Mar 11, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 9010 CORPORATION DR City: INDIANAPOLIS State/Province: INDIANA ZIP Code: 46256-1265 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 960473536	+4:	CAGE Code: 3C1A6 DoDAAC:
Expiration Date: Mar 3, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 13159 MIDDLETOWN INDUSTRIAL BLVD STE F City: LOUISVILLE State/Province: KENTUCKY ZIP Code: 40223-4769 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 192467827	+4:	CAGE Code: 1X0P3 DoDAAC:
Expiration Date: Mar 3, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 800 INDUSTRIAL CIR S City: SHAKOPEE State/Province: MINNESOTA ZIP Code: 55379-1852 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 042279039	+4:	CAGE Code: 3DH45 DoDAAC:
Expiration Date: Mar 3, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4609 US HWY 92 E City: LAKELAND State/Province: FLORIDA ZIP Code: 33801-9584 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 829073514	+4:	CAGE Code: 5FMQ5 DoDAAC:
Expiration Date: Mar 3, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 9291 W OAKLAWN RD City: BILOXI State/Province: MISSISSIPPI ZIP Code: 39532-8047 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 117282566	+4:	CAGE Code: 4KTH5 DoDAAC:
Expiration Date: Feb 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 125 MILENS RD FL 1 City: TONAWANDA State/Province: NEW YORK ZIP Code: 14150-6701 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 605973635	+4:	CAGE Code: 1QCT9 DoDAAC:
Expiration Date: Feb 3, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1610 KLEPPE LN City: SPARKS State/Province: NEVADA ZIP Code: 89431-6430 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 613110600	+4:	CAGE Code: 3XTA1 DoDAAC:
Expiration Date: Jan 29, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5237 SOUTHFRONT RD City: LIVERMORE State/Province: CALIFORNIA ZIP Code: 94551-9703 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 014454512	+4:	CAGE Code: 5XN76 DoDAAC:
Expiration Date: Jan 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 440 SACKETT POINT RD City: NORTH HAVEN State/Province: CONNECTICUT ZIP Code: 06473-3169 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 116186912	+4:	CAGE Code: 41FC7 DoDAAC:
Expiration Date: Jan 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 11301 GRANITE ST City: CHARLOTTE State/Province: NORTH CAROLINA ZIP Code: 28273-6547 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 088759837	+4:	CAGE Code: 5FMR5 DoDAAC:
Expiration Date: Jan 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 19 US HWY 46 City: FAIRFIELD State/Province: NEW JERSEY ZIP Code: 07004-2904 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 050768589	+4:	CAGE Code: 543U0 DoDAAC:
Expiration Date: Jan 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 11451 PHILIPS HWY City: JACKSONVILLE State/Province: FLORIDA ZIP Code: 32256-1637 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 099706558	+4:	CAGE Code: 3E9P7 DoDAAC:
Expiration Date: Jan 28, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 10655 CENTRAL PORT DR City: ORLANDO State/Province: FLORIDA ZIP Code: 32824-7025 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 154596779	+4:	CAGE Code: 1QH85 DoDAAC:
Expiration Date: Jan 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4200 FORESTVILLE RD STE B City: FORESTVILLE State/Province: MARYLAND ZIP Code: 20747-4708 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 078381994	+4:	CAGE Code: 6P6H2 DoDAAC:
Expiration Date: Jan 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2385 RIVER PORT ROAD City: MEMPHIS State/Province: TENNESSEE ZIP Code: 38109-2415 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 945776169	+4:	CAGE Code: 55U89 DoDAAC:
Expiration Date: Jan 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5251 INDUSTRIAL WAY City: BENICIA State/Province: CALIFORNIA ZIP Code: 94510-1034 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 171710577	+4:	CAGE Code: 60ZU4 DoDAAC:
Expiration Date: Jan 27, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2400 SAN PABLO DAM RD City: SAN PABLO State/Province: CALIFORNIA ZIP Code: 94806-3912 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 078353535	+4:	CAGE Code: 6MMF5 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 14855 WICKS BLVD City: SAN LEANDRO State/Province: CALIFORNIA ZIP Code: 94577-6605 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 102302622	+4:	CAGE Code: 532C4 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4445 S MINGO RD City: TULSA State/Province: OKLAHOMA ZIP Code: 74146-4737 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 068900112	+4:	CAGE Code: 604N8 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1110 HOWARD City: DEER PARK State/Province: TEXAS ZIP Code: 77536-2639 Country: UNITED STATES		



<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 961717225	+4:	CAGE Code: 60HA5 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 8282 IH 20 WEST		
City: MIDLAND	State/Province: TEXAS	
ZIP Code: 79706-2827	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 884854985	+4:	CAGE Code: 1XR67 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3629 NEW BOSTON RD		
City: TEXARKANA	State/Province: TEXAS	
ZIP Code: 75501-3141	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 034274089	+4:	CAGE Code: 38RN6 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 25831 W WRIGHT ST		
City: EL TORO	State/Province: CALIFORNIA	
ZIP Code: 92610-3504	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 073226412	+4:	CAGE Code: 3PWD0 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5750 PARADISE DR		
City: CORTE MADERA	State/Province: CALIFORNIA	
ZIP Code: 94925-1237	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 118572684	+4:	CAGE Code: 3DT03 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 22422 S ALAMEDA ST		
City: CARSON	State/Province: CALIFORNIA	
ZIP Code: 90810-1903	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 009977414	+4:	CAGE Code: 1XSA9 DoDAAC:
Expiration Date: Jan 24, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3475 ORCUTT RD City: SANTA MARIA State/Province: CALIFORNIA ZIP Code: 93455-2600 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 827539342	+4:	CAGE Code: 55XK2 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 6315 SNOW RD City: BAKERSFIELD State/Province: CALIFORNIA ZIP Code: 93308-9531 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 006652676	+4:	CAGE Code: 4PXG2 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1840 NORTH STATE ST City: BELLINGHAM State/Province: WASHINGTON ZIP Code: 98225-3920 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 023147270	+4:	CAGE Code: 58EW1 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3640 CHERRY AVE NE City: SALEM State/Province: OREGON ZIP Code: 97303-4928 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 961836942	+4:	CAGE Code: 60L98 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3300 MOTTMAN RD SW City: OLYMPIA State/Province: WASHINGTON ZIP Code: 98512-8220 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 038129938	+4:	CAGE Code: 0JZK4 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1333 ATLANTIC ST City: UNION CITY State/Province: CALIFORNIA ZIP Code: 94587-2003 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 620671966	+4:	CAGE Code: 1Q1L7 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 7750 E 96TH AVE City: HENDERSON State/Province: COLORADO ZIP Code: 80640-8534 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 961717233	+4:	CAGE Code: 60UQ8 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 7727 OAKPORT ST City: OAKLAND State/Province: CALIFORNIA ZIP Code: 94621-2026 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 185671898	+4:	CAGE Code: 06CX7 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 901 STILLWATER RD City: WEST SACRAMENTO State/Province: CALIFORNIA ZIP Code: 95605-1615 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 096661152	+4:	CAGE Code: 0WX86 DoDAAC:
Expiration Date: Jan 23, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5725 ADAMO DR City: TAMPA State/Province: FLORIDA ZIP Code: 33619-3241 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 961717217	+4:	CAGE Code: 610L4 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1695 N 4TH ST City: SAN JOSE State/Province: CALIFORNIA ZIP Code: 95112-4513 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 091761101	+4:	CAGE Code: 60TD6 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 685 FISHER LN City: BURLINGTON State/Province: WASHINGTON ZIP Code: 98233-3431 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 961836777	+4:	CAGE Code: 60L99 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 150 SOLANO WAY City: MARTINEZ State/Province: CALIFORNIA ZIP Code: 94553-1465 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 018080825	+4:	CAGE Code: 1Q5K2 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2030 CROWS LANDING RD City: MODESTO State/Province: CALIFORNIA ZIP Code: 95358-6105 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 053641952	+4:	CAGE Code: 1QC26 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 11285 VALLEJO CT City: FRENCH CAMP State/Province: CALIFORNIA ZIP Code: 95231-9772 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 968866033	+4:	CAGE Code: 6GRG8 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4301 IVERSON BLVD		
City: TRINITY	State/Province: ALABAMA	
ZIP Code: 35673-6635	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 078353557	+4:	CAGE Code: 6MMF6 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2345 EVERGREEN AVE		
City: WEST SACRAMENTO	State/Province: CALIFORNIA	
ZIP Code: 95691-3028	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 966139235	+4:	CAGE Code: 6AFS9 DoDAAC:
Expiration Date: Jan 22, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 31W350 DIEHL RD		
City: NAPERVILLE	State/Province: ILLINOIS	
ZIP Code: 60563-9628	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 007563699	+4:	CAGE Code: 60HU2 DoDAAC:
Expiration Date: Jan 21, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2800 NE LAFAYETTE AVE		
City: MCMINNVILLE	State/Province: OREGON	
ZIP Code: 97128-0000	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 197837164	+4:	CAGE Code: 55UD3 DoDAAC:
Expiration Date: Jan 21, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 100 W LAKE MENDOCINO DR		
City: UKIAH	State/Province: CALIFORNIA	
ZIP Code: 95482-3065	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 008602000	+4:	CAGE Code: 60ZM6 DoDAAC:
Expiration Date: Jan 21, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1475 EASTSHORE HWY City: BERKELEY State/Province: CALIFORNIA ZIP Code: 94710-1321 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 004626596	+4:	CAGE Code: 5MFG6 DoDAAC:
Expiration Date: Jan 21, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 571 COUNTRY DR City: CHICO State/Province: CALIFORNIA ZIP Code: 95928-7116 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 961694747	+4:	CAGE Code: 60TD7 DoDAAC:
Expiration Date: Jan 21, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5055 4TH AVE SOUTH City: SEATTLE State/Province: WASHINGTON ZIP Code: 98134-2403 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 878416411	+4:	CAGE Code: 60ZU6 DoDAAC:
Expiration Date: Jan 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 435 S VAN NESS AVE City: SAN FRANCISCO State/Province: CALIFORNIA ZIP Code: 94103-3629 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 108561549	+4:	CAGE Code: 1VQS9 DoDAAC:
Expiration Date: Jan 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3737 AIRPORT BLVD City: AUSTIN State/Province: TEXAS ZIP Code: 78722-1333 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 556256816	+4:	CAGE Code: 5ZWC7 DoDAAC:
Expiration Date: Jan 15, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 7250 EXCHEQUER DR		
City: BATON ROUGE	State/Province: LOUISIANA	
ZIP Code: 70809-4909	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 869296988	+4:	CAGE Code: 4JS49 DoDAAC:
Expiration Date: Jan 8, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1005 COMMERCIAL BLVD S		
City: ARLINGTON	State/Province: TEXAS	
ZIP Code: 76001-0000	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 081098274	+4:	CAGE Code: 1PX45 DoDAAC:
Expiration Date: Jan 2, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5604 CENTER ST		
City: OMAHA	State/Province: NEBRASKA	
ZIP Code: 68106-3003	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 018453154	+4:	CAGE Code: 61KK2 DoDAAC:
Expiration Date: Jan 2, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 755 E BASELINE RD		
City: GILBERT	State/Province: ARIZONA	
ZIP Code: 85233-1203	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 021180638	+4:	CAGE Code: 4LB75 DoDAAC:
Expiration Date: Dec 31, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3040 E MIRALOMA ST		
City: ANAHEIM	State/Province: CALIFORNIA	
ZIP Code: 92806-1810	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 038801929	+4:	CAGE Code: 60GM1 DoDAAC:
Expiration Date: Dec 27, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 6325 HIGHWAY 347		
City: BEAUMONT	State/Province: TEXAS	
ZIP Code: 77705-7629	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 878454516	+4:	CAGE Code: 55U22 DoDAAC:
Expiration Date: Dec 27, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 929 W LA CADENA DR		
City: RIVERSIDE	State/Province: CALIFORNIA	
ZIP Code: 92501-0000	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 946190345	+4:	CAGE Code: 1KGA3 DoDAAC:
Expiration Date: Dec 27, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 81495 INDUSTRIAL PL		
City: INDIO	State/Province: CALIFORNIA	
ZIP Code: 92201-2040	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 829002476	+4:	CAGE Code: 3UWJ8 DoDAAC:
Expiration Date: Dec 26, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 470 PENHAR RD		
City: HARRISBURG	State/Province: PENNSYLVANIA	
ZIP Code: 17111-2501	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 031507523	+4:	CAGE Code: 5QKF3 DoDAAC:
Expiration Date: Dec 26, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 800 E 18TH ST		
City: KANSAS CITY	State/Province: MISSOURI	
ZIP Code: 64108-1514	Country: UNITED STATES	



<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 195636162	+4:	CAGE Code: 60HU9 DoDAAC:
Expiration Date: Dec 26, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 5556 VINELAND AVE City: NORTH HOLLYWOOD State/Province: CALIFORNIA ZIP Code: 91601-2729 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 079120499	+4:	CAGE Code: 1TCX7 DoDAAC:
Expiration Date: Dec 23, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 2150 HWY 31 S City: PELHAM State/Province: ALABAMA ZIP Code: 35124-1131 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 082509519	+4:	CAGE Code: 5ZW88 DoDAAC:
Expiration Date: Dec 19, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3450 N WASHINGTON BLVD City: SARASOTA State/Province: FLORIDA ZIP Code: 34234-6261 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 195365838	+4:	CAGE Code: 0NJ55 DoDAAC:
Expiration Date: Dec 18, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3030 MARKET ST City: SAINT LOUIS State/Province: MISSOURI ZIP Code: 63103-2585 Country: UNITED STATES		
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 878241033	+4:	CAGE Code: 1XSD4 DoDAAC:
Expiration Date: Dec 18, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 921 N PORT AVE City: CORPUS CHRISTI State/Province: TEXAS ZIP Code: 78401-1613 Country: UNITED STATES		

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 017954319	+4:	CAGE Code: 4WMD0 DoDAAC:
Expiration Date: Dec 18, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 201 EAST EXPY 83		
City: LA FERIA	State/Province: TEXAS	
ZIP Code: 78559-6471	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 123816592	+4:	CAGE Code: 60FV3 DoDAAC:
Expiration Date: Dec 16, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 37486 HIGHWAY 30		
City: GONZALES	State/Province: LOUISIANA	
ZIP Code: 70737-8061	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 171216919	+4:	CAGE Code: 4R1Z8 DoDAAC:
Expiration Date: Nov 25, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 707 E 16TH ST		
City: KANSAS CITY	State/Province: MISSOURI	
ZIP Code: 64108-1514	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 789523420	+4:	CAGE Code: 1MZX4 DoDAAC:
Expiration Date: Oct 29, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3318 E NAPOLEON ST		
City: SULPHUR	State/Province: LOUISIANA	
ZIP Code: 70663-4006	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 007305316	+4:	CAGE Code: 5WXS7 DoDAAC:
Expiration Date: Oct 29, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 7950 US HIGHWAY 70 W		
City: CLAYTON	State/Province: NORTH CAROLINA	
ZIP Code: 27520-4805	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 022970292	+4:	CAGE Code: 60HU5 DoDAAC:
Expiration Date: Sep 26, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 10966 HARRY HINES BLVD		
City: DALLAS	State/Province: TEXAS	
ZIP Code: 75220-1316	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 141877543	+4:	CAGE Code: 60FZ3 DoDAAC:
Expiration Date: Sep 11, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 17337 PINE CUT		
City: HOUSTON	State/Province: TEXAS	
ZIP Code: 77032-3215	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 013632476	+4:	CAGE Code: 315S7 DoDAAC:
Expiration Date: Sep 11, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 6230 S LOOP E		
City: HOUSTON	State/Province: TEXAS	
ZIP Code: 77087-1115	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 005315440	+4:	CAGE Code: 1SNU0 DoDAAC:
Expiration Date: Sep 11, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3250 W COLISEUM BLVD		
City: FORT WAYNE	State/Province: INDIANA	
ZIP Code: 46808-1006	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 196068618	+4:	CAGE Code: 60FZ0 DoDAAC:
Expiration Date: Sep 11, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 102 HIGHWAY 146 N		
City: TEXAS CITY	State/Province: TEXAS	
ZIP Code: 77590-6627	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 082366279	+4:	CAGE Code: 5WK76 DoDAAC:
Expiration Date: Sep 10, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1409 CAPITAL BLVD		
City: RALEIGH	State/Province: NORTH CAROLINA	
ZIP Code: 27603-1119	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 612982061	+4:	CAGE Code: 609F6 DoDAAC:
Expiration Date: Sep 10, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 777 INTERSTATE 45 S		
City: CONROE	State/Province: TEXAS	
ZIP Code: 77301-4272	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 614761067	+4:	CAGE Code: 4V3E8 DoDAAC:
Expiration Date: Sep 10, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 200 S DAVIS RD		
City: LAGRANGE	State/Province: GEORGIA	
ZIP Code: 30241-2547	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 061798484	+4:	CAGE Code: 5ZXX5 DoDAAC:
Expiration Date: Sep 10, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1400 S MARTIN LUTHER KING		
City: WINSTON SALEM	State/Province: NORTH CAROLINA	
ZIP Code: 27107-1307	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 198449613	+4:	CAGE Code: 5ZXY2 DoDAAC:
Expiration Date: Sep 3, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1002 ELLIS RD		
City: DURHAM	State/Province: NORTH CAROLINA	
ZIP Code: 27703-6023	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 175230929	+4:	CAGE Code: 4KDU3 DoDAAC:
Expiration Date: Aug 30, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 212 LIME QUARRY RD		
City: MADISON	State/Province: ALABAMA	
ZIP Code: 35758-8961	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 961717241	+4:	CAGE Code: 60FV6 DoDAAC:
Expiration Date: Aug 28, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1175 D L COLLUMS DR		
City: TUPELO	State/Province: MISSISSIPPI	
ZIP Code: 38801-0805	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 198449720	+4:	CAGE Code: 60FY7 DoDAAC:
Expiration Date: Aug 28, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1484 NORTHSIDE DR NW		
City: ATLANTA	State/Province: GEORGIA	
ZIP Code: 30318-4202	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 198449530	+4:	CAGE Code: 5ZX45 DoDAAC:
Expiration Date: Aug 23, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 302 E FRONTAGE RD		
City: GREER	State/Province: SOUTH CAROLINA	
ZIP Code: 29651-6913	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 161759311	+4:	CAGE Code: 1RAK1 DoDAAC:
Expiration Date: Aug 23, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 287 E BROOKS RD		
City: MEMPHIS	State/Province: TENNESSEE	
ZIP Code: 38109-2928	Country: UNITED STATES	

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 064516842 +4: CAGE Code: 60GM0 DoDAAC:

Expiration Date: Aug 23, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 6664 DAWSON BLVD  
City: NORCROSS State/Province: GEORGIA  
ZIP Code: 30093-1052 Country: UNITED STATES

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 968908579 +4: CAGE Code: 6GZQ6 DoDAAC:

Expiration Date: Aug 5, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 4011 HWY 59 N  
City: VICTORIA State/Province: TEXAS  
ZIP Code: 77901-0000 Country: UNITED STATES

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 078544814 +4: CAGE Code: 0AUN7 DoDAAC:

Expiration Date: Aug 5, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 3299 NORTH FWY  
City: FORT WORTH State/Province: TEXAS  
ZIP Code: 76106-6528 Country: UNITED STATES

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 968836960 +4: CAGE Code: 6GNB2 DoDAAC:

Expiration Date: Aug 5, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 800 BILLINGS PORT ROAD  
City: PAULSBORO State/Province: NEW JERSEY  
ZIP Code: 08066-1035 Country: UNITED STATES

**ENTITY** HERTZ EQUIPMENT RENTAL CORPORATION Status:Active

DUNS: 069517105 +4: CAGE Code: 60GL8 DoDAAC:

Expiration Date: Jul 12, 2014 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 2530 BUSINESS DR  
City: CUMMING State/Province: GEORGIA  
ZIP Code: 30028-4393 Country: UNITED STATES

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 061994690	+4:	CAGE Code: 5ZX31 DoDAAC:
Expiration Date: Jul 12, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2016 LUFKIN RD City: APEX ZIP Code: 27539-7068	State/Province: NORTH CAROLINA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 079043352	+4:	CAGE Code: 603F0 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4429 N INTERSTATE 85 SERVICE RD City: CHARLOTTE ZIP Code: 28269-4888	State/Province: NORTH CAROLINA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 075497941	+4:	CAGE Code: 0KSN8 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 9325 S RTE 130 City: PENNSAUKEN ZIP Code: 08110-0000	State/Province: NEW JERSEY Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 125595157	+4:	CAGE Code: 5ZX50 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1140 N OHENRY BLVD City: GREENSBORO ZIP Code: 27405-7120	State/Province: NORTH CAROLINA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 364101154	+4:	CAGE Code: 60FZ8 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1750 MONROE HWY City: BOGART ZIP Code: 30622-2135	State/Province: GEORGIA Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 829136378	+4:	CAGE Code: 50XT1 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 49 W FERRIS ST City: EAST BRUNSWICK ZIP Code: 08816-2160	State/Province: NEW JERSEY Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 929801546	+4:	CAGE Code: 5E624 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 523 STIMMEL RD City: COLUMBUS ZIP Code: 43223-2901	State/Province: OHIO Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 964181754	+4:	CAGE Code: 3KRQ5 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3516 MCDUGALL AVE City: EVERETT ZIP Code: 98201-5042	State/Province: WASHINGTON Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 967916342	+4:	CAGE Code: 6EZW8 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3062 SPRINGDALE RD City: ATLANTA ZIP Code: 30354-1056	State/Province: GEORGIA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 062156674	+4:	CAGE Code: 1RT85 DoDAAC:
Expiration Date: Jul 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 45 GERARD ST City: BOSTON ZIP Code: 02119-2938	State/Province: MASSACHUSETTS Country: UNITED STATES	



<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 175326214	+4:	CAGE Code: 1TS45 DoDAAC:
Expiration Date: Jul 9, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 514 BOURNE AVE HWY 307		
City: GARDEN CITY	State/Province: GEORGIA	
ZIP Code: 31408-9708	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 927789255	+4:	CAGE Code: 1P4N4 DoDAAC:
Expiration Date: Jul 9, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3601 OSUNA RD NE		
City: ALBUQUERQUE	State/Province: NEW MEXICO	
ZIP Code: 87109-4425	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 095669912	+4:	CAGE Code: 55SR7 DoDAAC:
Expiration Date: Jul 9, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 6611 SHEPHERD AVE		
City: PORTAGE	State/Province: INDIANA	
ZIP Code: 46368-6400	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 069920309	+4:	CAGE Code: 35DF3 DoDAAC:
Expiration Date: Jul 8, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 10800 INTERSTATE 30		
City: LITTLE ROCK	State/Province: ARKANSAS	
ZIP Code: 72209-5837	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 147677504	+4:	CAGE Code: 1SP13 DoDAAC:
Expiration Date: Jul 8, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3560 MARKET ST		
City: VENTURA	State/Province: CALIFORNIA	
ZIP Code: 93003-5106	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 027528710	+4:	CAGE Code: 1QCE3 DoDAAC:
Expiration Date: Jul 8, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4403 20TH STREET STE E		
City: TACOMA	State/Province: WASHINGTON	
ZIP Code: 98424-1847	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 021178657	+4:	CAGE Code: 5ZVF4 DoDAAC:
Expiration Date: Jul 1, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 6333 S DIXIE HWY		
City: ERIE	State/Province: MICHIGAN	
ZIP Code: 48133-9226	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 049952943	+4:	CAGE Code: 5ZWC0 DoDAAC:
Expiration Date: Jul 1, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4805 HWY 501		
City: MYRTLE BEACH	State/Province: SOUTH CAROLINA	
ZIP Code: 29579-9446	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 013468490	+4:	CAGE Code: 5ZWB4 DoDAAC:
Expiration Date: Jul 1, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1859 E DIXON BLVD		
City: SHELBY	State/Province: NORTH CAROLINA	
ZIP Code: 28152-6901	Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 362046880	+4:	CAGE Code: 4K1A6 DoDAAC:
Expiration Date: Jul 1, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 21913 AURORA RD		
City: CLEVELAND	State/Province: OHIO	
ZIP Code: 44146-1230	Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 141270046	+4:	CAGE Code: 54KX3 DoDAAC:
Expiration Date: Jul 1, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 9300 BURGE AVE City: RICHMOND ZIP Code: 23237-3037	State/Province: VIRGINIA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 133593975	+4:	CAGE Code: 3FD76 DoDAAC:
Expiration Date: Jun 28, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 405 WESTERN INDUSTRIAL CIR City: HUEYTOWN ZIP Code: 35023-1872	State/Province: ALABAMA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 849158886	+4:	CAGE Code: 1SL17 DoDAAC:
Expiration Date: Jun 28, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4690 BROADWAY City: MACON ZIP Code: 31206-5070	State/Province: GEORGIA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 622024818	+4:	CAGE Code: 373L6 DoDAAC:
Expiration Date: Jun 28, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2001 WILLIAM FLYNN HWY City: GLENSHAW ZIP Code: 15116-1756	State/Province: PENNSYLVANIA Country: UNITED STATES	
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 175291921	+4:	CAGE Code: 4YUA4 DoDAAC:
Expiration Date: Jun 27, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 6445 FAIN BLVD City: CHARLESTON ZIP Code: 29406-4908	State/Province: SOUTH CAROLINA Country: UNITED STATES	

<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 196442263	+4:	CAGE Code: 023G9 DoDAAC:
Expiration Date: Jun 27, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4555 WYNN RD	City: LAS VEGAS	State/Province: NEVADA
ZIP Code: 89103-5311		Country: UNITED STATES
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 071225478	+4:	CAGE Code: 1QRH5 DoDAAC:
Expiration Date: Jun 27, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5222 N BRYANT AVE	City: OKLAHOMA CITY	State/Province: OKLAHOMA
ZIP Code: 73121-1609		Country: UNITED STATES
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 824822647	+4:	CAGE Code: 5ZWD9 DoDAAC:
Expiration Date: Jun 27, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 6113 CAUSEWAY BLVD	City: TAMPA	State/Province: FLORIDA
ZIP Code: 33619-6247		Country: UNITED STATES
<b>ENTITY</b>	HERTZ EQUIPMENT RENTAL CORPORATION	Status:Active
DUNS: 177860173	+4:	CAGE Code: 35KX6 DoDAAC:
Expiration Date: Jun 26, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 16600 A KOALA RD	City: ADELANTO	State/Province: CALIFORNIA
ZIP Code: 92301-3919		Country: UNITED STATES

**PURCHASE AGREEMENT  
FOR  
ROAD CONSTRUCTION EQUIPMENT RENTAL**

**THIS AGREEMENT** dated the 22<sup>ND</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Rudd Equipment 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 **Road Construction Equipment Rental Term & Supply**, County of Boone Request for Bid for Road Construction Rental Equipment Term & Supply, bid number **21-07MAY14**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **May 14, 2014** and executed by **C.B. Schiff** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **date of award through February 28, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to rent from the Contractor and the Contractor agrees to supply the following Road Construction Equipment:

**Primary Supplier**

a. 4.7.7. – Volvo BL60 / Backhoe 4WD

**Secondary Supplier**

b. 4.7.9. – Volvo MCT125 / Compact Track Loader

**4. Delivery** - Contractor agrees to deliver the product as set forth in the bid documents within 15-30 days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees 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 correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:  
a. County may terminate this agreement due to material breach of any term or condition of this agreement, or  
b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

**RUDD EQUIPMENT COMPANY, INC.**

**BOONE COUNTY, MISSOURI**

by Clayton B Schiff  
title Vice President, St. Louis

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

Commissioner

address \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

J. P. [Signature]  
County Counselor

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, 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.)

Jane E. Pitchford  
Signature by J

7/14/14  
Date

2040/71700 Term & Supply  
No Encumbrance Required  
Appropriation Account

REVISED RESPONSE FORM

County of Boone

Purchasing Department

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

4.1. Company Name: Rudd Equipment Company

4.2. Address: 4679 Baumgartner Rd

4.3. City/Zip: St. Louis, MO 63129

4.4. Phone Number: 314-487-8925

4.5. Fax Number: 314-487-0833

4.6. Federal Tax ID: 61-0445955

- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING

		Parts: Cost Plus % Amount	Monthly Lease Cost	Delivery Date After Receipt of Order (ARO) Number of Days
4.7.1.	<b>Self-propelled Single-Smooth Drum Vibratory Roller</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>
4.7.2.	<b>Self-propelled Single Drum Padfoot Vibratory Roller</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>
4.7.3.	<b>Self-propelled Pneumatic Tire Compactor</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>
4.7.4.	<b>Crawler Dozer</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>
4.7.5.	<b>Finish Dozer</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>

**REVISED RESPONSE FORM**

	<b>Track Excavator</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.6.	Make: <u>Volvo</u> Model: <u>EC140</u> Year: _____	<u>30</u> %	\$ <u>4,620</u>	<u>15-30 days</u>
	<b>Hydraulic Quick Coupler</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.6.1.	Make: _____ Model: _____ Year: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>
	<b>Hydraulic Breaker</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.6.2.	Make: <u>Kent</u> Model: <u>KF9</u> Year: <u>2014</u>	<u>30</u> %	\$ <u>2,750</u>	<u>15-30 days</u>
	<b>36" Severe Duty Bucket</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.6.3.	Make: _____ Model: _____ Year: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>
	<b>60" Ditching Bucket</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.6.4.	Make: _____ Model: _____ Year: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	<u>NO BID</u>
	<b>Backhoe 4WD</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.7.	Make: <u>Volvo</u> Model: <u>BL60</u> Year: <u>2014</u> Current Hour Meter Reading: _____	<u>30</u> %	\$ <u>1,815</u>	<u>15-30 days</u>
	<b>Self-propelled Water Tanker Distributor</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.8.	Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ <u>NO BID</u>	\$ <u>NO BID</u>
	<b>Compact Track Loader</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.9.	Make: <u>Volvo</u> Model: <u>MCT125</u> Year: <u>2014</u> Current Hour Meter Reading: _____	<u>30</u> %	\$ <u>2,530</u>	<u>15-30 days</u>
	<b>Mini Excavator</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.10.	Make: <u>Hitachi</u> Model: <u>ZX35</u> Year: <u>2014</u> Current Hour Meter Reading: _____	<u>30</u> %	\$ <u>1,870</u>	<u>15-30 days</u>



**REVISED RESPONSE FORM**

	<b>Small Tandem Vibratory Roller</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.11.	Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ NO BID	\$ NO BID
	<b>Message Board – (Solartek MB4048 OR EQUAL)</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.12.	Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ NO BID	\$ NO BID
	<b>Arrow Board – (Solartek AB0525D or EQUAL):</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.13.	Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<u>NO BID</u> %	\$ NO BID	\$ NO BID
<b>4.8.</b>	<b>FIELD SERVICE</b>			
4.8.1.	<b>Hourly Labor Charge</b>	\$ 136.00		
4.8.2.	<b>Trip Setup or Trip Fee</b>	\$ 0		
4.8.3.	<b>Mileage Fee Per Mile</b>	\$ 2.75		
4.9.	<b>Renewal Percentages</b>			
4.9.1.	Maximum % Increase 1 <sup>st</sup> Renewal Period: <u>5</u> %			
	Maximum % Increase 2 <sup>nd</sup> Renewal Period: <u>5</u> %			
	Maximum % Increase 3 <sup>rd</sup> Renewal Period: <u>5</u> %			

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

4.14.1. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  X  Yes   No

4.14.2. Authorized Representative (Sign By Hand):

CB Schiff

4.14.3. Type or Print Signed Name:

CB Schiff

Today's Date: May 14, 2014



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

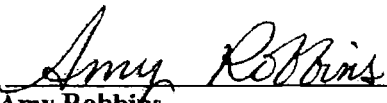
ADDENDUM #1 - Issued May 6, 2014

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

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

1. The County is extending the bid submission deadline until May 21, 2014 at 1:30 P.M.  
An additional addendum is forthcoming to clarify the pricing Response Form.

By:

  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name: Rudd Equipment Company

Address: 4679 Baumgartner Rd. St. Louis, MO 63129

Phone Number: (314) 487-8925 Fax Number: (314) 487-0833

Authorized Representative Signature:  Date: 5/20/14

Authorized Representative Printed Name: C.B. Schiff



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

ADDENDUM #2 - Issued May 12, 2014

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

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

1. The County is clarifying the column on the Response Form labeled, "Parts Cost Per Field Service."

In this column, please provide the "cost plus percentage" amount for parts required for repair due to accidental damage.

A Revised Response Form is attached for your use, please discard the original form.

By:

Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name: Rudd Equipment Company

Address: 4679 Baumgartner Rd. St. Louis, MO 63129

Phone Number: (314) 487-8925 Fax Number: (314) 487-0833

Authorized Representative Signature: C.B. Schiff Date: 5/20/14

Authorized Representative Printed Name: C.B. Schiff



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

County of Jefferson)

State of Kentucky )ss  
)

My name is Leah Mergens. I am an authorized agent of Rudd Equipment Company

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

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

Leah Mergens 5-15-14  
Affiant Date

Leah Mergens  
Printed Name

Subscribed and sworn to before me this 15<sup>th</sup> day of May, 2014.

Diane Marra  
Notary Public, 6-30-14

**Attach to this form the E-Verify Memorandum of Understanding (or the first and last page) that you completed when enrolling that verifies proof of enrollment.**



Company ID Number: 771579

Approved by:

<b>Employer</b> Rudd Equipment Company	
Name (Please Type or Print) Leah Mergens	Title
Signature Electronically Signed	Date 04/08/2014
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/08/2014



Company ID Number: 771579

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Rudd Equipment Company
Company Facility Address	4344 Poplar Level Rd Louisville, KY 40213
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	610445955
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1



Company ID Number: 771579

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KENTUCKY

1 site(s)





*Request for Bid (RFB)*

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

***Amy Robbins, Senior Buyer***  
(573) 886-4392 - FAX (573) 886-4390  
Email: arobbins@boonecountymo.org

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***Bid Data***

Bid Number: **21-07MAY14**  
Commodity Title: **Road Construction Equipment Rental Term & Supply**

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

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***Bid Submission Address and Deadline***

Day / Date: **Wednesday, May 7, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: **The Annex Building is located on the Northwest corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

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***Bid Opening***

Day / Date: **Wednesday, May 7, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

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***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Instructions for Compliance with House Bill 1549**  
**Work Authorization Certification**  
**Certification of Individual Bidder**  
**Individual Bidder Affidavit**  
**Debarment Certification**  
**Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

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

1.2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.

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

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

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through February 28, 2015, and may be automatically renewed for an additional three (3) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

## 2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Caterpillar CS56B, Case SV216, Bomag BW213DH-40, or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Case SV216 Padfoot, Caterpillar CP56B, and Bomag BW213PDH-40 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Tire Compactor (1):** Acceptable Models – Caterpillar PS-150C, Bomag BW11RH, Volvo PT125R, and Hypac C530H or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 85hp, a minimum SAE operating weight (ballasted) of 27,000 lbs., and nine (9) pneumatic wheels/tires, and must include full FOPS protection.
- 2.4.4. **Crawler Dozer:** Acceptable Models – John Deere 850K, Case 2050M, and Cat D6T or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 45,000 lbs. and a minimum SAE net horsepower of 200 hp; and must include full ROPS protection. Limb risers are preferable to protect cab and hood.
- 2.4.5. **Finishing Dozer:** Acceptable Models – Case 850L, Cat D5K 2, John Deere 650K, or equal.
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,960 lbs., and a minimum SAE net horsepower of 99 hp.
- 2.4.6. **Track Excavator with Attachments:** Acceptable Models – Komatsu PC170LC-10, Cat 319DL, John Deere 210G, Case CX210C or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 47,200 lbs., a minimum 18’7” boom length, a

minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.

- 2.4.7. **Backhoe 4WD:** Acceptable Models – Case 580SN, John Deere 310SK, and Cat 420F, or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heat, a minimum SAE net horsepower of 84hp, a minimum operating weight of 14,285 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor:** Acceptable Models - Any as specified, **except** off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.4.9. **Compact Track Loader:** Acceptable Models – Case TR320, Cat 299D, John Deere 333E, or equal.
- 2.4.9.1. Equipment shall include cab with full ROPS protection, a minimum of 80hp (net), a minimum SAE operating weight of 7,968 lbs, a standard duty smooth bucket, and high flow hydraulics. Enclosed cab is not necessary.
- 2.4.10. **Mini-Excavator:** Acceptable Models – Cat 305 5E CR, Takeuchi TB 250, John Deere 50G, Kubota KX057-4, or equal.
- 2.4.10.1 Unit shall have enclosed cab w/integral ROPS, heat/AC, 36" Smooth bucket. Operating weight shall be between 10,000 and 11,000 lbs.
- 2.4.11. **Small Tandem Vibratory Roller:** Acceptable Models – Bomag BW900-50, Wacker RD12-90, or equal.
- 2.4.11.1. Equipment shall have integral ROPS and have a functioning water/drum sprayer system. Minimum operating weight of 2,400 lbs., 34" minimum drum width.
- 2.4.12. **Message Board – (Solartek MB4048 OR EQUAL):** Solar powered, towable message board; 126" x 76" Display, 450 Watt Solar Array.
- 2.4.13. **Arrow Board – (Solartek AB0525D or EQUAL):** 50-450 Watt; High density LED Lamps; Solar powered for silent and emissions free operation; Towable.
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
- 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is one (1) to six (6) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is **non-exclusive** and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a **primary, secondary and tertiary, etc. suppliers** for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for

utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri, 65201. Correct monthly invoices will be paid within 30 days of receiving a correct monthly statement. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.
- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Multiply the lease charge per day by the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Tom Bass Dr., Columbia, Missouri, 65201.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)

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**3. Response Presentation and Review**

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



## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

# Search Results

**Current Search Terms: Rudd\* equipment\* company\* Inc.\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

## Glossary

**Search Results**

- Entity
- Exclusion

**Search Filters**

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1725.20140509-1810

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



**JASON KANDER**MISSOURI  
SECRETARY  
OF STATEBusiness  
ServicesElections  
& VotingInvestor Protection  
& SecuritiesState  
LibraryRecords  
& ArchivesAdministrative  
RulesPublications  
& Forms

## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 6/2/2014

## Business Name History

Name	Name Type
RUDD EQUIPMENT COMPANY, INC.	Legal
RUDD CONSTRUCTION EQUIPMENT CO., INC.	Prev Legal

## General Business - Foreign - Information

<b>Charter Number:</b>	F00267453
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	8/20/1984
<b>State of Business:</b>	KY
<b>Expiration Date:</b>	Perpetual
<b>Last Registration Report Filed Date:</b>	4/28/2014
<b>Last Registration Report Filed:</b>	2014
<b>Registration Report Month:</b>	January

## Registered Agent

<b>Agent Name:</b>	<u>C T CORPORATION SYSTEM</u>
<b>Office Address:</b>	120 South Central Avenue Clayton MO 63105
<b>Mailing Address:</b>	

[sos.mo.gov](http://sos.mo.gov)  
[Internet Privacy Policy](#)  
[Bid Opportunities](#)  
[Missouri State Government](#)  
[Employment](#)  
[Directions](#)  
[Site Map](#)  
[Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices

**PURCHASE AGREEMENT  
FOR  
ROAD CONSTRUCTION EQUIPMENT RENTAL**

**THIS AGREEMENT** dated the 22<sup>ND</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **G.W. Van Keppel Company**, 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 **Road Construction Equipment Rental Term & Supply**, County of Boone Request for Bid for Road Construction Rental Equipment Term & Supply, bid number **21-07MAY14**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **May 20, 2014** and executed by **Steven C. Phillips** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **date of award through February 28, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to rent from the Contractor and the Contractor agrees to supply the following Road Construction Equipment:

**Secondary Supplier**

- a. 4.7.2. – Volvo SD115F / Self-propelled Single-Smooth Drum Padfoot Vibratory Roller
- b. 4.7.3. – Volvo PT125R / Self-propelled Pneumatic Tire Compactor

**Tertiary Supplier**

- c. 4.7.1. – Volvo SD115D / Self-propelled Single-Smooth Drum Vibratory Roller
- d. 4.7.6. – Volvo EC220 / Track Excavator
- e. 4.7.8. – Ledwell 4000 / Self-propelled Water Tanker Distributor

**Quinary Supplier**

- f. 4.7.7. – Volvo BL70B / Backhoe 4WD
- g. 4.7.10. – Volvo ECR58 / Mini Excavator

**Senary Supplier**

- h. 4.7.9. – Volvo MCT135 / Compact Track Loader

**4. Delivery** - Contractor agrees to deliver the product as set forth in the bid documents within three (3) days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees 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 correct monthly



invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

**THE G.W. VAN KEPPEL COMPANY**

**BOONE COUNTY, MISSOURI**

by *A. Nosa*

by: Boone County Commission  
*Daniel K. Atwill*

title *Territory Manager*

Daniel K. Atwill, Presiding

Commissioner

address \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

*J. Johnson*

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

County Counselor

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, 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.)

*James E. Pitchford*  
Signature *by ajf*

*7/14/14*  
Date

2040/71700 Term & Supply  
*No Encumbrance Required*  
Appropriation Account

REVISED RESPONSE FORM

County of Boone

Purchasing Department

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

4.1. Company Name: THE G.W. VAN KEPPEL Co.

4.2. Address: 1801 N. 9TH ST.

4.3. City/Zip: KANSAS CITY, KS. 66101

4.4. Phone Number: 913-281-4800

4.5. Fax Number: 913-281-4815

4.6. Federal Tax ID: 44-0513694

- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING

		Parts: Cost Plus % Amount	Monthly Lease Cost	Delivery Date After Receipt of Order (ARO) Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: <u>VOLVO</u> Model: <u>S2115D</u> Year: <u>2013</u> Current Hour Meter Reading: <u>233</u>	<u>30</u> %	<u>\$ 5,500.-</u>	<u>3</u>
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: <u>VOLVO</u> Model: <u>S2115F</u> Year: <u>2014</u> Current Hour Meter Reading: <u>394</u>	<u>30</u> %	<u>\$ 5,500.-</u>	<u>3</u>
4.7.3.	Self-propelled Pneumatic Tire Compactor Make: <u>VOLVO</u> Model: <u>PT125R</u> Year: <u>2011</u> Current Hour Meter Reading: <u>235</u>	<u>30</u> %	<u>\$ 4,150.-</u>	<u>3</u>
4.7.4.	Crawler Dozer Make: <u>NO BID</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	_____ %	\$	
4.7.5.	Finish Dozer Make: <u>NO BID</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	_____ %	\$	

REVISED RESPONSE FORM

		Parts: Cost Plus % Amount	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.6.	Track Excavator Make: <u>VALVO</u> Model: <u>EC220</u> Year: <u>2013</u>	<u>30</u> %	\$ <u>6,250.-</u>	<u>3</u>
4.7.6.1.	Hydraulic Quick Coupler Make: <u>INCLUDED</u> Model: <u>W/ EXCAVATOR</u> Year:	%	\$	
4.7.6.2.	Hydraulic Breaker Make: <u>ALLIED</u> Model: <u>3500-4000 Pt. 16s.</u> Year: <u>2012</u>	<u>30</u> %	PLUS * 700.- DELIV. IF NOT ON EXCAV. \$ <u>4,800.-</u>	<u>3</u>
4.7.6.3.	36" Severe Duty Bucket Make: <u>INCLUDED</u> Model: <u>W/ EXCAVATOR</u> Year:	%	\$	
4.7.6.4.	60" Ditching Bucket Make: <u>N/A</u> Model: Year:	%	\$	
4.7.7.	Backhoe 4WD Make: <u>VALVO</u> Model: <u>BL70B</u> Year: <u>2013</u> Current Hour Meter Reading: <u>327</u>	<u>30</u> %	\$ <u>3,250.-</u>	<u>3</u>
4.7.8.	Self-propelled Water Tanker Distributor Make: <u>LEAWELL</u> Model: <u>4000</u> Year: <u>2011</u> Current Hour Meter Reading:	<u>30</u> %	\$ <u>5,800.-</u>	<u>3</u>
4.7.9.	Compact Track Loader Make: <u>VALVO</u> Model: <u>MCT135</u> Year: <u>2012</u> Current Hour Meter Reading: <u>317</u>	<u>30</u> %	\$ <u>3,500.-</u>	<u>3</u>
4.7.10.	Mini Excavator Make: <u>VALVO</u> Model: <u>ECR58</u> Year: <u>2013</u> Current Hour Meter Reading: <u>192</u>	<u>30</u> %	\$ <u>3,565.-</u>	<u>3</u>

**REVISED RESPONSE FORM**

	<b>Small Tandem Vibratory Roller</b>	<b>Parts: Cost Plus % Amount</b>	<b>Monthly Lease Cost</b>	<b>Delivery Date ARO Number of Days</b>
4.7.11.	Make: <u>NO BID</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	\$ _____
4.7.12.	<b>Message Board – (Solartek MB4048 OR EQUAL)</b> Make: <u>NO BID</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	\$ _____
4.7.13.	<b>Arrow Board – (Solartek AB0525D or EQUAL):</b> Make: <u>NO BID</u> Model: <u>N/A</u> Year: _____ Current Hour Meter Reading: _____	_____ %	\$ _____	\$ _____
4.8.	<b>FIELD SERVICE</b>			
4.8.1.	<b>Hourly Labor Charge</b>	\$ 115.-	135.- AFTER Hours	
4.8.2.	<b>Trip Setup or Trip Fee</b>	\$ 490.-		
4.8.3.	<b>Mileage Fee Per Mile</b>	\$ 2.50		
4.9.	<b>Renewal Percentages</b>			
4.9.1.	Maximum % Increase 1 <sup>st</sup> Renewal Period: <u>3</u> %			
	Maximum % Increase 2 <sup>nd</sup> Renewal Period: <u>3</u> %			
	Maximum % Increase 3 <sup>rd</sup> Renewal Period: <u>3</u> %			

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

4.14.1. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? X Yes \_\_\_\_\_ No

4.14.2. Authorized Representative (Sign By Hand):

Steven C. Phillips

4.14.3. Type or Print Signed Name:

STEVEN C. PHILLIPS

Today's Date: 5/20/14



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply


ADDENDUM #1 - Issued May 6, 2014

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

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

1. The County is extending the bid submission deadline until May 21, 2014 at 1:30 P.M.  
An additional addendum is forthcoming to clarify the pricing Response Form.

By:

  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name: THE G. W. VAN KEPPEL CO.

Address: 1801 N. 9TH, K. C. KS. 66101

Phone Number: 913-281-4800 Fax Number: 913-281-4815

Authorized Representative Signature:  Date: 5/20/14

Authorized Representative Printed Name: STEVEN C. PHILLIPS



BOONE COUNTY, MISSOURI

Request for Bid #: 21-07MAY14 – Road Construction Equipment Rental Term & Supply

ADDENDUM #2 - Issued May 12, 2014

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

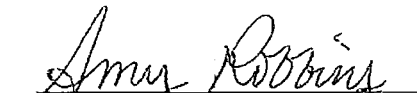
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

**1. The County is clarifying the column on the Response Form labeled, "Parts Cost Per Field Service."**

**In this column, please provide the "cost plus percentage" amount for parts required for repair due to accidental damage.**

**A Revised Response Form is attached for your use, please discard the original form.**

By:

  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 21-07MAY14 – Road Construction Equipment Rental Term & Supply, receipt of which is hereby acknowledged:

Company Name: THE G.W. VAN KEPPEL Co.

Address: 1801 N. 9TH, KC, KS. 66101

Phone Number: 913-281-4800 Fax Number: 913-281-4815

Authorized Representative Signature: Steven C. Phillips Date: 5/20/14

Authorized Representative Printed Name: STEVEN C. PHILLIPS

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

County of Wyandotte  
State of Kansas )ss  
)

My name is STEVEN PHILLIPS. I am an authorized agent of G.W.  
VAN KEEPEL (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto:

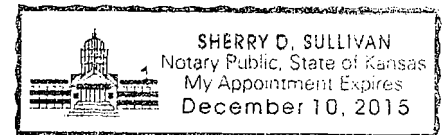
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Steven C. Phillips 5/20/14  
Affiant Date

STEVEN C. PHILLIPS  
Printed Name

Subscribed and sworn to before me this 20 day of May, 2014.

Sherry D. Sullivan  
Notary Public



Attach to this form the *E-Verify Memorandum of Understanding* (or the first and last page) that you completed when enrolling that verifies proof of enrollment.



Company ID Number: 185586

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and The G. W. Van Keppel Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).





Company ID Number: 185586

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

Employer The G. W. Van Keppel Company

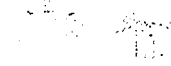
Mel Williams

Department of Homeland Security – Verification Division

USCIS Verification Division

Employer's Section





Company ID Number: 185586

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

Name:	<b>Tom Barmann</b>	Fax Number:	<b>(913) 281 - 0180</b>
Telephone Number:	<b>(913) 281 - 4800 ext. 209</b>		
E-mail Address:	<b>tbarmann@vankeppel.com</b>		
Name:	<b>Christie Williams</b>	Fax Number:	<b>(913) 281 - 0180</b>
Telephone Number:	<b>(913) 281 - 4800 ext. 111</b>		
E-mail Address:	<b>cwilliams@vankeppel.com</b>		
Name:	<b>Mel Williams</b>	Fax Number:	<b>(913) 281 - 0180</b>
Telephone Number:	<b>(913) 281 - 4800 ext. 207</b>		
E-mail Address:	<b>mwilliams@vankeppel.com</b>		

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

STEVEN C. PHILLIPS Steven C. Phillips GOVT. SALES MGR.  
Name and Title of Authorized Representative

Steven C. Phillips 5/20/14  
Signature Date



*Request for Bid (RFB)*

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

***Amy Robbins, Senior Buyer***  
(573) 886-4392 - FAX (573) 886-4390  
Email: arobbins@boonecountymo.org

---

***Bid Data***

Bid Number: **21-07MAY14**  
Commodity Title: **Road Construction Equipment Rental Term & Supply**

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

***Bid Submission Address and Deadline***

Day / Date: **Wednesday, May 7, 2014**  
Time: 1:30 P.M. (Bids received after this time will be returned unopened)  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: The Annex Building is located on the Northwest corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

***Bid Opening***

Day / Date: **Wednesday, May 7, 2014**  
Time: 1:30 P.M. (Bids received after this time will be returned unopened)  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**
- Instructions for Compliance with House Bill 1549**  
**Work Authorization Certification**  
**Certification of Individual Bidder**  
**Individual Bidder Affidavit**  
**Debarment Certification**  
**Standard Terms and Conditions**

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

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through February 28, 2015, and may be automatically renewed for an additional three (3) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

## 2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Caterpillar CS56B, Case SV216, Bomag BW213DH-40, or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Case SV216 Padfoot, Caterpillar CP56B, and Bomag BW213PDH-40 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Tire Compactor (1):** Acceptable Models – Caterpillar PS-150C, Bomag BW11RH, Volvo PT125R, and Hypac C530H or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 85hp, a minimum SAE operating weight (ballasted) of 27,000 lbs., and nine (9) pneumatic wheels/tires, and must include full FOPS protection.
- 2.4.4. **Crawler Dozer:** Acceptable Models – John Deere 850K, Case 2050M, and Cat D6T or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 45,000 lbs. and a minimum SAE net horsepower of 200 hp; and must include full ROPS protection. Limb risers are preferable to protect cab and hood.
- 2.4.5. **Finishing Dozer:** Acceptable Models – Case 850L, Cat D5K 2, John Deere 650K, or equal.
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,960 lbs., and a minimum SAE net horsepower of 99 hp.
- 2.4.6. **Track Excavator with Attachments:** Acceptable Models – Komatsu PC170LC-10, Cat 319DL, John Deere 210G, Case CX210C or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 47,200 lbs., a minimum 18’7” boom length, a



minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.

- 2.4.7. **Backhoe 4WD:** Acceptable Models – Case 580SN, John Deere 310SK, and Cat 420F, or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heat, a minimum SAE net horsepower of 84hp, a minimum operating weight of 14,285 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor:** Acceptable Models – Any as specified, except off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.4.9. **Compact Track Loader:** Acceptable Models – Case TR320, Cat 299D, John Deere 333E, or equal.
- 2.4.9.1. Equipment shall include cab with full ROPS protection, a minimum of 80hp (net), a minimum SAE operating weight of 7,968 lbs, a standard duty smooth bucket, and high flow hydraulics. Enclosed cab is not necessary.
- 2.4.10. **Mini-Excavator:** Acceptable Models – Cat 305 5E CR, Takeuchi TB 250, John Deere 50G, Kubota KX057-4, or equal.
- 2.4.10.1. Unit shall have enclosed cab w/integral ROPS, heat/AC, 36" Smooth bucket. Operating weight shall be between 10,000 and 11,000 lbs.
- 2.4.11. **Small Tandem Vibratory Roller:** Acceptable Models – Bomag BW900-50, Wacker RD12-90, or equal.
- 2.4.11.1. Equipment shall have integral ROPS and have a functioning water/drum sprayer system. Minimum operating weight of 2,400 lbs., 34" minimum drum width.
- 2.4.12. **Message Board – (Solartek MB4048 OR EQUAL):** Solar powered, towable message board; 126" x 76" Display, 450 Watt Solar Array.
- 2.4.13. **Arrow Board – (Solartek AB0525D or EQUAL):** 50-450 Watt; High density LED Lamps; Solar powered for silent and emissions free operation; Towable.
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
- 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is one (1) to six (6) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a primary, secondary and tertiary, etc. suppliers for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for

utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri, 65201. Correct monthly invoices will be paid within 30 days of receiving a correct monthly statement. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.
- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Multiply the lease charge per day by the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Tom Bass Dr., Columbia, Missouri, 65201.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: [arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)

**3. Response Presentation and Review**

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

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

G. W. VAN KEPPEL COMPANY, THE  
UNNS: 006966451 CAGE Code: 0PF97  
Status: Active

1801 N9TH ST  
KANSAS CITY, KS, 66101-2023,  
UNITED STATES

**Entity Overview**

Entity Information

**Name:** G. W. VAN KEPPEL COMPANY, THE  
**Doing Business As:** VAN KEPPEL LIFTRUCK  
**Business Type:** Business or Organization  
**POC Name:** Mel Williams  
**Registration Status:** Active  
**Activation Date:** 08/19/2013  
**Expiration Date:** 08/16/2014

Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1725.20140509-1810

WWW2

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



**JASON KANDER**  
 MISSOURI  
 SECRETARY  
 OF STATE

Business Services



Elections & Voting



Investor Protection & Securities



State Library



Records & Archives



Administrative Rules



Publications & Forms



2013-2014 Missouri Roster

2014 General Assembly Roster

2013-2014 Official Manual

Missouri Election Laws

Missouri Constitution

State Symbols

SOS Forms

Order Publications Online

Kids Page

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 6/2/2014

Business Name History

Name	Name Type
THE G. W. VAN KEPPEL COMPANY	Legal

General Business - Domestic - Information

Charter Number:	00066692
Status:	Good Standing
Entity Creation Date:	12/26/1945
State of Business:	MO
Expiration Date:	Perpetual
Last Registration Report Filed Date:	2/26/2014
Last Registration Report Filed:	2014
Registration Report Month:	December

Registered Agent

Agent Name:	KEVIN KIENTZ
Office Address:	1103 PRAIRIE LANE RAYMORE MO 64083
Mailing Address:	

- [sos.mo.gov](http://sos.mo.gov)
- [Internet Privacy Policy](#)
- [Bid Opportunities](#)
- [Missouri State Government](#)
- [Employment](#)
- [Directions](#)
- [Site Map](#)
- [Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 22nd day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Request to Transfer above ATS for Julia Underhill for Position Title: Supervisor, Programming & Analysis, Position No.: 424 at 106.7% of mid-point.

Done this 22nd day of July, 2014.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*

Karen M. Miller  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

## BOONE COUNTY Commission Order 146-2006

**Description of form:** To request approval to transfer above "ATS" (authorized transfer salary).

**Procedure:**

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

Name of prospective employee Julia Underhill Department Information Technology

Position Title Supervisor, Programming & Analysis Position No. 424

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_  
 OR Hourly: \$ 32.50 % of Mid-Point 106.7

No. of employees in this job classification within your Department? One, This is the only position

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Julia has been with the county in a programming position since March of 2001. (13+ years) She started as an entry level programmer working her way to a senior level position. Julia has continued to take on new challenges within the software development area including Web Development. Julia has been highly successful in her positions over the years. She has managed many projects and assisted others in their duties. Julia has had exposure with almost every county office developing their business process. With her technical skills, project management experience and her understanding of county government I feel Julia is positioned to be successful in this new role.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: \_\_\_\_\_

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?  
I do not believe this will effect other salary relationships. Other Supervisor positions within the department were taken into consideration along with the salaries of positions which this person will supervise.

Additional comments: \_\_\_\_\_

Administrative Authority's Signature: [Signature] Date: 7/15/14

Auditor's Certification:  Funds are available within the existing departmental salary and wage appropriation (#10100).  
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 7/15/14

Human Resource Director's Recommendations: Approve. This ~~increase~~ wage increase is approx. 9% above salary at prior position. New position involved substantial more responsibility. No equity problems evident w/other supervisor or programmer staff.

Human Resource Director's Signature: [Signature] Date: 7/16/14

County Commission  Approve  Deny  
 Comment(s): \_\_\_\_\_

Presiding Commissioner's Signature: [Signature] Date: 7-22-14

District I Commissioner's Signature: [Signature] Date: 7/22/14

District II Commissioner's Signature: [Signature] Date: 7/22/14

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 22nd day of July 20 14

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

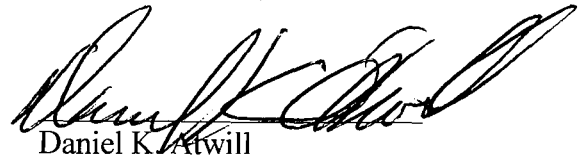
Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with A Civil Group.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Consultant Services Agreement.

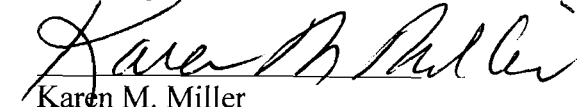
Done this 22nd day of July, 2014.

ATTEST:

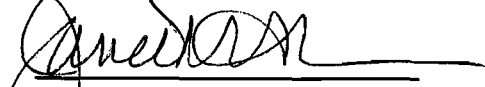
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 22<sup>nd</sup> day of July, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: A Civil Group

Project/Work Description: Additional work at the Central Missouri Events Center to bring the site into DNR compliance.

Proposal Description: Addition of up to 24 site inspections @ \$120 ea and additional coordination of work between vendors up to \$700.

Modifications to Proposal: Fees and expenses shall not exceed \$3580.00 without prior written approval of Owner.

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

A Civil Group

By [Signature]  
Title Chief Operator  
Dated: 7/10/14

BOONE COUNTY, MISSOURI

By [Signature]  
Presiding Commissioner  
Dated: 7-22-14

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Northern District Commissioner

Certification:

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

[Signature] 7-14-14  
Auditor Date  
2120-71101



Proposal for  
Engineering Services

July 8, 2014

Janet Thompson  
District II Commissioner  
801 E. Walnut  
Columbia, MO 65201-7732

Via E-mail: [jmccann@boonecountymmo.org](mailto:jmccann@boonecountymmo.org)

Re: Proposal for Engineering Services at Central Missouri Events Center.

Dear MS Thompson,

I appreciate this opportunity to provide this proposal for continued land disturbance coordination and inspections for the grading at the Central Missouri Events Center. It is my understanding that it is the Commission's goal to bring the site into compliance and to stabilize the graded areas as soon as possible.

The Erosion and Sediment Control Plan together with the Storm Water Pollution Prevention Plan that was prepared in March of this year will continue to be used as tools to aide in the control of discharge of sediment from the site. The inspections need to be continued as outlined in the SWPPP to remain in compliance with the state permit. A portion of the seeding on the site took well, but some was washed away shortly after being seeded. These areas need additional attention as significant erosion is occurring on them. Ultimately, repairing these areas and establishing vegetative cover is needed, but seeding needs to wait until late august at this point to have any chance of survival. At this time, I believe that there are two areas that I can assist with this project.

Construction Management: On a time as required basis with close communication with county staff to provide progress and to identify areas of concern with a total cost of management not to exceed \$700; however, this may vary depending on contractor progress and site conditions.

**The total cost for additional services shall not exceed \$3580.**

All work and billing will be completed in accordance with the 2014 Consultant Services Agreement between A Civil Group, LLC and The County of Boone. Additional work outside of the provided scope of work will not be completed without authorization. Fees for additional services will be billed separately so that all parties can account for the time involved.

If you have any questions or need additional information, please let us know.

Sincerely,  
A Civil Group

Christopher M. Sander, PE, PLS

