

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

10th

day of

December

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-120315RJ – 10' Auger Spreader with Spinner Chute to purchase one (1) 10' Auger Spreader with Spinner Chute Truck from Henderson Products, Inc. of Manchester, Iowa.

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

Done this 10th day of December, 2015.

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

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPPO, CPPB
DATE: December 4, 2015
RE: Cooperative Contract: 3-120315RJ – 10' Auger Spreader with Spinner Chute

Public Works request permission to utilize the Missouri Department of Transportation cooperative contract *3-120315RJ* to purchase one (1) 10' Auger Spreader with Spinner Chute from Henderson Products, Inc. of Manchester, Iowa.

Total cost of contract is \$10,618.61 and will be paid from department 2040 – PW Maintenance Operations, account 91300 – Machinery & Equipment. A Budget Revision was processed by Public Works for this purchase.

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT
FOR
10' Auger Spreader with Spinner Chute**

THIS AGREEMENT dated the 10th day of December 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Henderson Products, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) new 10' Auger Spreader with Spinner Chute in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-120315RJ**, Henderson Truck Equipment quote dated November 13, 2015, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **3-120315RJ** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

	<u>Qty.</u>	<u>Unit Price</u>
Henderson 10 Foot SS Spreader	1	\$10,370.84
Henderson Spinner Assembly	1	\$247.77
 TOTAL		 \$10,618.61

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

4. **Title** - If titling is applicable, title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

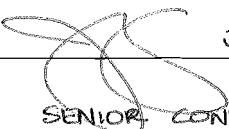
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

HENDERSON PRODUCTS, INC.

BOONE COUNTY, MISSOURI

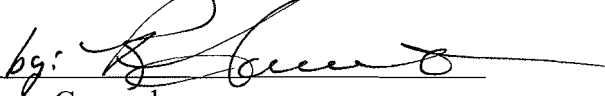
by  JENNIFER TJADEN
 title SENIOR CONTROLLER

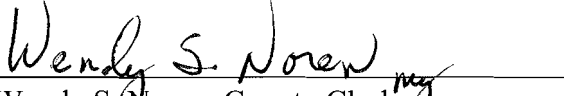
by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

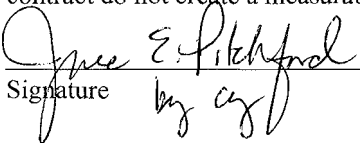
ATTEST:

by: 
 County Counselor


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u></u>	<u>12/7/15</u>	<u>2040 / 91300 - \$10,618.61</u>
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Henderson Truck Equipment-low
916 South 10th Street
Manchester, Iowa 52057

Toll Free: 888-360-7483
Office: 563-927-7000

Quote

Date: 11/13/2015
To: Greg Edington, Boone County
By: Doug Frauenholtz
Re: Contract Number 3-120315RJ

Henderson Truck Equipment-Iowa is pleased to quote the following equipment:

Henderson 10 Foot SS Spreader per contract \$10,370.84
Henderson Spinner Assembly \$247.77

Price per Unit:	\$10,618.61
Number of Units	1
Extended Price	\$10,618.61
Tax	
Total Quote Price	\$10,618.61

Optional Daul Auger Add \$2100.00

FOB Columbia MO

Please note the following regarding installation quotes:

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.



Missouri Department of Transportation
Bid Tabulation of Request 3-120315RJ Auger Spreaders
 Multiple Award (Prices good through March 31, 2016)
 3rd Renewal

Bid Opening: May 29, 2013
 Bid Tab Posting: May 30, 2013

Item #1 - 10' Auger Spreader

Vendor	Make/Model	Base Price Installed on Truck	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount	Option 1 Dual Auger	Option 2 Spinner Chute	Option 3 Spreader Stand	Option 4 Auger Sensor
Flink Company	Flink HA105582SAM012	\$15,276.00	\$14,826.00	120 days	Yes	0%	\$ 1,284.00	\$ 484.00	\$ 2,396.00	\$ 244.00
Swenson Spreader LLC	Swenson EVA100	\$11,900.00	\$10,400.00	90 days	No	NA	\$ 1,315.79	n/c	\$ 1,648.63	\$ 263.16
American Equipment Co.	Monroe MSVMCV	\$12,963.00	\$12,403.00	240 days	Yes	15%	\$ 2,435.00	\$ 351.00	\$ 2,114.00	\$ 420.00
Henderson Products, Inc.	Henderson WSHA	No Bid	See Attached	90-120 days	Yes	0%	\$ 2,100.00	\$ 247.77	See Attached	\$ 129.88

Item #2 - 13' Auger Spreader

Vendor	Make/Model	Base Price Installed on Truck	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount	Option 1 Dual Auger	Option 2 Spinner Chute	Option 3 Spreader Stand	Option 4 Auger Sensor
Flink Company	Flink HA135592SAM012	\$16,826.00	\$16,243.00	120 days	Yes	0%	\$ 1,669.00	\$ 484.00	\$ 2,626.00	\$ 244.00
Swenson Spreader LLC	Swenson EVA100	\$14,100.00	\$12,500.00	90 days	No	NA	\$ 1,973.68	n/c	\$ 1,753.89	\$ 263.16
American Equipment Co.	Monroe MSVMCV	\$15,581.00	\$15,021.00	240 days	Yes	15%	\$ 2,435.00	\$ 351.00	\$ 2,375.00	\$ 420.00
Henderson Products, Inc.	Henderson WSHA	No Bid	See Attached	90-120 days	Yes	0%	\$ 2,317.33	\$ 247.77	See Attached	\$ 129.88

Item #3 - 16' Auger Spreader

Vendor	Make/Model	Base Price Installed on Truck	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount	Option 1 Dual Auger	Option 2 Spinner Chute	Option 3 Spreader Stand	Option 4 Auger Sensor
Flink Company	Flink HA165582SAM012	\$19,390.00	\$18,940.00	120 days	Yes	0%	\$ 2,054.00	\$ 484.00	\$ 2,859.00	\$ 244.00
Swenson Spreader LLC	Swenson EVA100	\$15,200.00	\$13,600.00	90 days	No	NA	\$ 2,368.42	n/c	\$ 1,964.42	\$ 263.16
American Equipment Co.	Monroe MSVMCV	\$16,976.00	\$16,416.00	240 days	Yes	15%	\$ 2,435.00	\$ 351.00	\$ 2,455.00	not listed
Henderson Products, Inc.	Henderson WSHA	No Bid	See Attached	90-120 days	Yes	0%	\$ 2,477.33	\$ 247.77	See Attached	\$ 129.88

Henderson Pricing

		<i>Base Price Delivered</i>	<i>Option 3 Spreader Stand</i>
Item #1 - 10' Auger Spreader	St. Joseph	\$10,395.84	\$2,007.29
	Macon	\$10,339.84	\$1,988.29
	Hannibal	\$10,301.84	\$1,976.29
	Lee's Summit	\$10,414.84	\$2,013.29
	Jefferson City	\$10,370.84	\$2,077.29
	Chesterfield	\$10,370.84	\$2,007.29
	Joplin	\$10,514.84	\$2,063.29
	Springfield	\$10,464.84	\$2,038.29
	Willow Springs	\$10,464.84	\$2,038.29
	Sikeston	\$10,482.84	\$2,045.29
COOP - FOB Factory	\$10,151.84		
Item #2 - 13' Auger Spreader	St. Joseph	\$12,553.11	\$2,020.29
	Macon	\$12,478.11	\$2,001.29
	Hannibal	\$12,428.11	\$1,989.29
	Lee's Summit	\$12,578.11	\$2,026.29
	Jefferson City	\$12,520.11	\$2,020.29
	Chesterfield	\$12,520.11	\$2,020.29
	Joplin	\$12,712.11	\$2,076.29
	Springfield	\$12,645.11	\$2,051.29
	Willow Springs	\$12,645.10	\$2,051.29
	Sikeston	\$12,670.11	\$2,058.29
COOP - FOB Factory	\$12,228.11		
Item #2 - 16' Auger Spreader	St. Joseph	\$13,738.35	\$2,045.96
	Macon	\$13,663.35	\$2,026.96
	Hannibal	\$13,613.35	\$2,014.96
	Lee's Summit	\$13,763.35	\$2,051.96
	Jefferson City	\$13,705.35	\$2,045.96
	Chesterfield	\$13,705.35	\$2,045.96
	Joplin	\$13,897.35	\$2,101.96
	Springfield	\$13,830.35	\$2,076.96
	Willow Springs	\$13,830.35	\$2,076.96
	Sikeston	\$13,855.35	\$2,083.96
COOP - FOB Factory	\$13,413.35		



Missouri Department of Transportation
Bid Tabulation of Request 3-120315RJ Auger Spreaders
Multiple Award (Prices good through March 31, 2015)
2nd Renewal

VENDOR INFORMATION

Name: Flink Company
Contact name: Duane Kruger
Address Line: 502 N. Vermillion
Address Line: Streator, IL 61364
Telephone #: 815-673-4321
Email: jplese@flinkplows.com

Name: Swenson Spreader LLC
Contact name: Dawn Sage
Address Line: 127 Walnut Street
Address Line: Lindenwood, IL 61049
Telephone #: 888-825-7323
Email: gov-sales@swensonspreader.com

Name: American Equipment Co.
Contact name: John Blogin
Address Line: 3250 Harvester Road
Address Line: Kansas City, KS 66115
Telephone #: 913-342-1450
Email: john@americanequipment.us

Name: Henderson Products, Inc.
Contact name: Janet Tobin
Address Line: 1085 South 3rd Street
Address Line: Manchester, IA 52057
Telephone #: 563-927-7267
Email: jtobin@hendersonproducts.com

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - FLEET
830 MoDOT Drive, Jefferson City, MO
65109

REQUEST NO.	3-120315RJ
DATE	March 2, 2012
PAGE NO.	1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 pm., Local Time, March 15, 2012

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

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

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Auger Spreaders

To establish a contract to furnish "auger spreaders" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

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

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

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **auger spreaders** for the locations in the State of Missouri (listed on page 2 of this document), to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, March 15, 2012.**

RFB COORDINATOR:

Reva Jones, Senior General Services Specialist
Missouri Department of Transportation, General Services
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-526-2744

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of auger spreaders as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page(s)
 - 5) Vendor Information and Preference Certification Form
 - 6) Anti-Collusion Statement
 - 7) Specifications
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide auger spreaders on an as needed, if needed basis for the MITC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 *MoDOT estimates, but does not guarantee, a maximum of 20 units will be purchased.*
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with auger spreaders, in accordance with the attached specifications. *Exceptions to the enclosed specifications must have adequate explanations listed on separate sheets.* Questions related to the specifications should be directed to John Hayden at 573-522-5233, or by e-mail at john.hayden@modot.mo.gov.

2.3 Required Specifications:

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.

2.4 Delivery Requirements:

- 2.4.1 The following delivery requirements shall apply:
 - a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
 - b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
 - c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.
- 2.4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:
 - a. St. Joseph, Missouri 64502
 - b. Macon, Missouri 63552
 - c. Hannibal, Missouri 63401
 - d. Lee's Summit, Missouri 64064-8002
 - e. Jefferson City, Missouri 65102
 - f. Chesterfield, Missouri 63017-5712
 - g. Joplin, Missouri 64802
 - h. Springfield, Missouri 65801
 - i. Willow Springs, Missouri 65793

j. Sikeston, Missouri 63801

2.5 Contract/Purchase Order:

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

2.6 Invoicing and Payment Requirements:

2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Attn: Stephanie Green
Jefferson City, MO 65102

2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.

2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.7 Other Contractual Requirements:

2.7.1 Contract Period - The contract shall commence from the date of award until March 31, 2013 with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the

contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.7.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the original contract period.

2.7.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.8 **Additional Notifications:**

2.8.1 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

2.8.2 **Equipment Trade-In Allowance:**

a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.

b. The vendor must be currently under contract with MoDOT.

c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.

d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.

- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

Trade-In Worksheet Example:

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

2.8.3 Equipment Refurbishments:

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

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "Auger Spreaders".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Contract Award: This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the "lowest and best" bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of backhoes and loaders. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

4. PRICING PAGE

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

ITEM # 1: Outright purchase of one (1) new 10' Auger Spreader meeting the attached MoDOT specifications.

MAKE/MODEL _____

EACH \$ _____ (Installed on truck)

EACH \$ _____ (Delivered Price)

ITEM # 2: Outright purchase of one (1) new 13' Auger Spreader meeting the attached MoDOT specifications.

MAKE/MODEL _____

EACH \$ _____ (Installed on truck)

EACH \$ _____ (Delivered Price)

ITEM # 3: Outright purchase of one (1) new 16' Auger Spreader meeting the attached MoDOT specifications.

MAKE/MODEL _____

EACH \$ _____ (Installed on truck)

EACH \$ _____ (Delivered Price)

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

Please submit a complete parts and options list with detailed pricing information for each make/model of auger spreaders your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all air compressor equipment options available in your data book or pricing guides.

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

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

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

Preference Certification

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

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:	
Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.	
Service-Disabled Veteran Business is defined as a business concern:	
a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and	
b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

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

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

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

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

YES _____ NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

10-FOOT SKID-MOUNTED MATERIALS SPREADER

1. GENERAL

The following specifications shall apply to the 10-foot skid-mounted, hydraulic driven, materials spreader body. The materials spreader shall be a self-contained, 304 stainless steel, V hopper type. ***The materials spreader shall be compatible with the Western style and multipurpose dump body dimensions included with the bid documents.*** The spreader shall be capable of spreading uniformly all types of granular materials: salt, cinders, chemicals, abrasives, and mixtures of these up to a width of 40 feet.

- A. The body shall be manufactured into a common unit in accordance with good commercial practices.
- B. All stainless steel shall be welded using stainless welding wire.
- C. All stainless steel shall be left unpainted.
- D. Any carbon steel components shall be chemically cleaned and coated with a lead-free primer and painted with lead-free gray enamel.
- E. Unit is to be complete, assembled, and ready to operate.
- F. If the spreader is purchased as an option for a tandem axle dump truck, the spreader shall be mounted in the truck, ready to operate.
- G. The manufacturer's standard warranty against defective parts, material, and workmanship shall be furnished. A copy of the warranty is to be attached to the bid.

2. BODY

The body is to be 100% welded on the inside. Cross-member and side-support spacing deviations may be allowed if necessary for component installation. MoDOT must pre-approve any changes.

- A. The spreader body shall have a minimum of five (5) cubic yards struck capacity.
- B. The spreader shall have an inside body length of 10 feet at the top.
- C. The overall height shall not to exceed 56 inches to the top of the center screen support beam.
- D. The top inside width shall not be less than 78 inches.
- E. The sidewalls must be sloped at approximately a 45-degree angle.
- F. The rear wall may be sloped up to a maximum of 15 degrees.
- G. The front wall may be sloped up to a maximum of 15 degrees. Front wall construction shall be such that there is no possible way for material to leak out of the front of the spreader body.
- H. The body shall be constructed of a minimum 12-gauge 304 stainless steel.
- I. The body shall have a minimum of five (5) cross-members and side supports spaced 12 inches from body ends on 24-inch centers.
- J. The body long sill, cross-members and full-length steel channel skids shall be a minimum of 7-gauge 304 stainless steel.
- K. The body side supports shall be a minimum of 12-gauge 304 stainless steel.
- L. An adjustable in height stainless steel inverted vee shall be provided to keep material load off the auger for easier auger start-up.

- M. The body shall be equipped with a safety interlock system to prevent power from reaching the auger drive motor when the auger cover and/or top screens are opened beyond the normal operating position.

3. TOP GRATE SCREENS

- A. The body is to have a top-grate screen grid, having at least four (4) sections, two on each side.
- B. Screens shall be hinged at the center support beam of the spreader body for easy handling.
- C. Screens shall be made of either 3/8-inch diameter rods centered on crossbars or 3/8-inch diameter woven wire on heavy-duty frames. Screen openings to be approximately 2-1/2 inches x 2-1/2 inches.
- D. The center support beam must be a minimum 2 inch x 6 inch steel tube with a minimum 3/16-inch thickness.
- E. The center support beam shall be raised above the top of the body to prevent material build-up on top of the screens.

4. TIE DOWN/LIFTING BRACKETS

- A. The body shall have not less than four (4) 10-gauge minimum stainless steel hold down brackets designed for four-inch nylon straps with flat hooks, two on each side. The placement of the hold down brackets must comply with the Western style and multipurpose dump body dimensions included with the bid documents.
- B. A 10-gauge minimum stainless steel lift hook/bracket shall be installed on the front and rear face of the body at each upper corner to allow for easy handling when loading or unloading.

5. AUGER TUBE

- A. Auger tube shall be 4"OD pipe, with a minimum wall thickness of .25".
- B. The front of the auger tube shall have a 2" cold roll end shaft welded to a 3/8" minimum thickness end plate. Both shall be continuous welded.
- C. The front end shaft of the auger shall be supported by a 4-bolt flange, heavy duty, sealed, self-aligning bearing. Bearing must be greasable from the rear of the spreader body.
- D. The rear of the auger tube shall be supported entirely by the hydraulic drive motor by means of a splined, greasable coupler continuous welded to the rear of the auger tube. Grease fitting must grease motor splines and coupler splines.
- E. No center support bearings will be allowed.

6. AUGER FLIGHTING

- A. Auger flighting shall have a minimum thickness of 1/2", and an outside diameter of 7". Flighting shall be continuous welded to the tube.
- B. Auger flighting shall have the outer edge hard-surfaced by an electric arc welding process to a minimum #55 Rockwell hardness.
- C. Auger flighting shall have three different pitches in order for the hopper to unload evenly from the front, middle, and rear.

7. AUGER DRIVE MOTOR

- A. Motor shall be a heavy duty roller stator type, have a splined output shaft, 4-bolt mounting, with O-ring ports.
- B. Motor shall be rated for a maximum system pressure of at least 2350psi, have a displacement of 64 cubic inches, and be rated for a maximum of 25 gpm oil flow.
- C. Motor shall be mounted using a floating mount to prevent minimal differences in spline alignment between the auger and motor from damaging either component.

8. AUGER FEED RATE

- A. The rear wall of the spreader shall have a feed opening size of approximately 63 square inches.
- B. The auger assembly shall have a minimum theoretical output of .135 cubic feet of material per revolution.
- C. The auger and motor assembly shall produce a minimum theoretical output of 7.29 cubic feet per minute of material at 15 gpm oil flow.

9. DROP CHUTE AND SPINNER

- A. The drop chute shall be made of a minimum of 12-gauge stainless steel.
- B. The drop chute shall bolt to the rear of the auger trough.
- C. The chute shall be fully enclosed and include an operator-adjustable deflector at the bottom to change the flow of material from the middle of the chute to one side or the other.
- D. The bottom of the chute shall have a hood with operator-adjustable material deflectors installed on each side and rear of the drop chute.
- E. The spinner shall be securely mounted at the bottom of the chute. Spinner motor mounting brackets shall be a minimum of 7-gauge stainless steel.
- F. The spinner shall be operated by a high torque, low speed geroller type hydraulic motor with o-ring thread ports.
- G. The height of the spinner disk shall be adjustable with an ideal height of 18 inches above the ground.
- H. Spinner disk shall be 18 inches in diameter, made from 7 ga. steel, and have six replaceable formed 7 ga steel fins.

10. HYDRAULIC HOSES AND COUPLERS

- A. All hydraulic hoses shall be rated for 3000 psi working pressure.
- B. Hydraulic hoses shall be long enough to be routed from their respective connection point on the spreader to the male hydraulic couplers mounted in the left rear corner of the dump body.
- C. Hoses shall be routed up to the upper left rear corner of the spreader body and secured at a point to allow the hoses to go over the side of the dump body and down to the male couplers at the left rear corner of the dump body.
- D. The return circuit for the conveyor and spinner motor shall be "teed" together on the spreader and run together in a common return hose to the truck coupler.
- E. Hydraulic hoses shall be sized as follows:

1. Auger hose shall be 3/4-inch ID with female JIC swivels at both ends. Hose shall have a 3/4-inch female FD45-1003-12-12 coupler attached.
 2. Spinner hose shall be 1/2-inch ID with female JIC swivels at both ends. Hose shall have a 1/2-inch female FD45-1003-8-10 coupler attached.
- F. Spreader return hose shall be 1-inch ID with female JIC swivels at both ends. Hose shall have a 1-inch female FD45-1003-16-16 coupler attached.

11. LIQUID CHEMICAL STORAGE

- A. Two (2) side-mounted, 100-gallon polyethylene reservoir tanks, one per side, shall be provided.
- B. A minimum of a 3-inch top fill port with splash proof vent, and a 3/4-inch suction port shall be molded into each tank.
- C. Both tanks shall be plumbed together with a minimum 1-1/2" ID hose and a tee located at the left rear corner of the spreader.

12. CONSPICUITY

Spreader shall be outfitted with DOT-C2 11-inch red/7-inch white parabolic retro-reflective conspicuity tape (Reffexite or equal) as per MoDOT guidelines included in the bid documents.

OPTIONS

1. Option for dual auger configuration

Specifications for a dual auger configuration spreader and its individual components shall be the same as the single auger base spreader unless otherwise specified.

*Drive system shall consist of two hydraulic motors plumbed in parallel. Gearboxes will not be allowed.

*Feed rate for dual auger configuration shall be at least double that listed for the single auger.

*Inverts over the augers are optional.

2. Option for fold-up spinner chute

Specifications for a fold-up spinner chute configuration and its individual components shall be the same as the regular spinner chute unless otherwise specified.

- a. Chute shall fold up and to the left from the bottom of the auger trough.
- b. Spinner hose configuration shall consist of quick couplers to facilitate folding operation.

3. Option for spreader stand

Stand shall be permanently mounted to the spreader, and allow for installation of spreader in the truck, removal of spreader from the truck, and storage of the spreader without the use of additional tools or components.

- * Stand shall be full length of the spreader
- * Stand shall be between 72"-76" wide
- * Stand configuration at the rear of the spreader shall protect the spinner chute from damage in the event of a rear-end collision
- * All movable points of the stand shall be greasable

4. Option for an auger sensor

- a. Sensor shall have sealed connections that meet ISO IP68 and NEMA 6 ratings
- b. Sensor shall be digital, and compatible with Component Technology GL400 and ACS systems.

13-FOOT SKID-MOUNTED MATERIALS SPREADER

1. GENERAL

The following specifications shall apply to the 13-foot skid-mounted, hydraulic driven, materials spreader body. The materials spreader shall be a self-contained, 304 stainless steel, V hopper type. The materials spreader shall be compatible with the Western style dump body dimensions included with the bid documents. The spreader shall be capable of spreading uniformly all types of granular materials: salt, cinders, chemicals, abrasives, and mixtures of these up to a width of 40 feet.

- A. The body shall be manufactured into a common unit in accordance with good commercial practices.
- B. All stainless steel shall be welded using stainless welding wire.
- C. All stainless steel shall be left unpainted.
- D. Any carbon steel components shall be chemically cleaned and coated with a lead-free primer and painted with lead-free gray enamel.
- E. Unit is to be complete, assembled, and ready to operate.
- F. If the spreader is purchased as an option for a tandem axle dump truck, the spreader shall be mounted in the truck, ready to operate.
- G. The manufacturer's standard warranty against defective parts, material, and workmanship shall be furnished. A copy of the warranty is to be attached to the bid.

2. BODY

The body is to be 100% welded on the inside. Cross-member and side-support spacing deviations may be allowed if necessary for component installation. MoDOT must pre-approve any changes.

- A. The spreader body shall have a minimum of nine (9) cubic yards struck capacity.
- B. The spreader shall have an inside body length of 13 feet at the top.
- C. The overall height shall not to exceed 56 inches to the top of the center screen support beam.
- D. The top inside width shall not be less than 78 inches.
- E. The sidewalls must be sloped at approximately a 45-degree angle.
- F. The rear wall may be sloped up to a maximum of 15 degrees.
- G. The front wall may be sloped up to a maximum of 15 degrees. Front wall construction shall be such that there is no possible way for material to leak out of the front of the spreader body.
- H. The body shall be constructed of a minimum 12-gauge 304 stainless steel.
- I. The body shall have a minimum of six (6) cross-members and side supports spaced 12 inches from body ends on 24-inch centers.
- J. The body long sill, cross-members and full-length steel channel skids shall be a minimum of 7-gauge 304 stainless steel.
- K. The body side supports shall be a minimum of 12-gauge 304 stainless steel.
- L. An adjustable in height stainless steel inverted vee shall be provided to keep material load off the auger for easier auger start-up.
- M. The body shall be equipped with a safety interlock system to prevent power from reaching the auger drive motor when the auger cover and/or top screens are opened beyond the normal operating position.

3. TOP GRATE SCREENS

- A. The body is to have a top-grate screen grid, having at least six (6) sections, three on each side.
- B. Screens shall be hinged at the center support beam of the spreader body for easy handling.
- C. Screens shall be made of either 3/8-inch diameter rods centered on crossbars or 3/8-inch diameter woven wire on heavy-duty frames. Screen openings to be approximately 2-1/2 inches x 2-1/2 inches.
- D. The center support beam must be a minimum 2 inch x 6 inch steel tube with a minimum 3/16-inch thickness.
- E. The center support beam shall be raised above the top of the body to prevent material build-up on top of the screens.

4. TIE DOWN/LIFTING BRACKETS

- A. The body shall have not less than four (4) 10-gauge minimum stainless steel hold down brackets designed for four-inch nylon straps with flat hooks, two on each side. The placement of the hold down brackets must comply with the Western style dump body dimensions included with the bid documents.
- B. A 10-gauge minimum stainless steel lift hook/bracket shall be installed on the front and rear face of the body at each upper corner to allow for easy handling when loading or unloading.

5. AUGER TUBE

- A. Auger tube shall be 4"OD pipe, with a minimum wall thickness of .25".
- B. The front of the auger tube shall have a 2" cold roll end shaft welded to a 3/8" minimum thickness end plate. Both shall be continuous welded.
- C. The front end shaft of the auger shall be supported by a 4-bolt flange, heavy duty, sealed, self-aligning bearing. Bearing must be greasable from the rear of the spreader body.
- D. The rear of the auger tube shall be supported entirely by the hydraulic drive motor by means of a splined, greasable coupler continuous welded to the rear of the auger tube. Grease fitting must grease motor splines and coupler splines.
- E. No center support bearings will be allowed.

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- A. Auger flighting shall have a minimum thickness of 1/2", and an outside diameter of 7". Flighting shall be continuous welded to the tube.
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- A. Motor shall be a heavy duty roller stator type, have a splined output shaft, 4-bolt mounting, with O-ring ports .
- B. Motor shall be rated for a maximum system pressure of at least 2350psi, have a displacement of 64 cubic inches, and be rated for a maximum of 25 gpm oil flow.
- C. Motor shall be mounted using a floating mount to prevent minimal differences in spline alignment between the auger and motor from damaging either component.

8. AUGER FEED RATE

- A. The rear wall of the spreader shall have a feed opening size of approximately 63 square inches.
- B. The auger assembly shall have a minimum theoretical output of .135 cubic feet of material per revolution.
- C. The auger and motor assembly shall produce a minimum theoretical output of 7.29 cubic feet per minute of material at 15 gpm oil flow.

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- E. The spinner shall be securely mounted at the bottom of the chute. Spinner motor mounting brackets shall be a minimum of 7-gauge stainless steel.
- F. The spinner shall be operated by a high torque, low speed geroller type hydraulic motor with o-ring thread ports.
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1. Auger hose shall be 3/4-inch ID with female JIC swivels at both ends. Hose shall have a 3/4-inch female FD45-1003-12-12 coupler attached.
 2. Spinner hose shall be 1/2-inch ID with female JIC swivels at both ends. Hose shall have a 1/2-inch female FD45-1003-8-10 coupler attached.
- F. Spreader return hose shall be 1-inch ID with female JIC swivels at both ends. Hose shall have a 1-inch female FD45-1003-16-16 coupler attached.

11. LIQUID CHEMICAL STORAGE

- A. Two (2) side-mounted, 100-gallon polyethylene reservoir tanks, one per side, shall be provided.
- B. A minimum of a 3-inch top fill port with splash proof vent, and a 3/4-inch suction port shall be molded into each tank.
- C. Both tanks shall be plumbed together with a minimum 1-1/2" ID hose and a tee located at the left rear corner of the spreader.

12. CONSPICUITY

Spreader shall be outfitted with DOT-C2 11-inch red/7-inch white parabolic retro-reflective conspicuity tape (Reflexite or equal) as per MoDOT guidelines included in the bid documents.

OPTIONS

1. Option for dual auger configuration

Specifications for a dual auger configuration spreader and its individual components shall be the same as the single auger base spreader unless otherwise specified.

*Drive system shall consist of two hydraulic motors plumbed in parallel. Gearboxes will not be allowed.

*Feed rate for dual auger configuration shall be at least double that listed for the single auger.

*Inverts over the augers are optional.

2. Option for fold-up spinner chute

Specifications for a fold-up spinner chute configuration and its individual components shall be the same as the regular spinner chute unless otherwise specified.

- a. Chute shall fold up and to the left from the bottom of the auger trough.
- b. Spinner hose configuration shall consist of quick couplers to facilitate folding operation.

3. Option for spreader stand

Stand shall be permanently mounted to the spreader, and allow for installation of spreader in the truck, removal of spreader from the truck, and storage of the spreader without the use of additional tools or components.

* Stand shall be full length of the spreader

*Stand shall be between 72"-76" wide

*Stand configuration at the rear of the spreader shall protect the spinner chute from damage in the event of a rear-end collision

*All movable points of the stand shall be greasable

4. Option for an auger sensor

- a. Sensor shall have sealed connections that meet ISO IP68 and NEMA 6 ratings
- b. Sensor shall be digital, and compatible with Component Technology GL400 and ACS systems.

16-FOOT SKID-MOUNTED MATERIALS SPREADER

1. GENERAL

The following specifications shall apply to the 16-foot skid-mounted, hydraulic driven, materials spreader body. The materials spreader shall be a self-contained, 304 stainless steel, V hopper type. The materials spreader shall be compatible with the Western style dump body dimensions included with the bid documents. The spreader shall be capable of spreading uniformly all types of granular materials: salt, cinders, chemicals, abrasives, and mixtures of these up to a width of 40 feet.

- A. The body shall be manufactured into a common unit in accordance with good commercial practices.
- B. All stainless steel shall be welded using stainless welding wire.
- C. All stainless steel shall be left unpainted.
- D. Any carbon steel components shall be chemically cleaned and coated with a lead-free primer and painted with lead-free gray enamel.
- E. Unit is to be complete, assembled, and ready to operate.
- F. If the spreader is purchased as an option for a tandem axle dump truck, the spreader shall be mounted in the truck, ready to operate.
- G. The manufacturer's standard warranty against defective parts, material, and workmanship shall be furnished. A copy of the warranty is to be attached to the bid.

2. BODY

The body is to be 100% welded on the inside. Cross-member and side-support spacing deviations may be allowed if necessary for component installation. MoDOT must pre-approve any changes.

- A. The spreader body shall have a minimum of eleven (11) cubic yards struck capacity.
- B. The spreader shall have an inside body length of 16 feet at the top.
- C. The overall height shall not to exceed 56 inches to the top of the center screen support beam.
- D. The top inside width shall not be less than 78 inches.
- E. The sidewalls must be sloped at approximately a 45-degree angle.
- F. The rear wall may be sloped up to a maximum of 15 degrees.
- G. The front wall may be sloped up to a maximum of 15 degrees. Front wall construction shall be such that there is no possible way for material to leak out of the front of the spreader body.
- H. The body shall be constructed of a minimum 12-gauge 304 stainless steel.
- I. The body shall have a minimum of eight (8) cross-members and side supports spaced 12 inches from body ends on 24-inch centers.
- J. The body long sill, cross-members and full-length steel channel skids shall be a minimum of 7-gauge 304 stainless steel.
- K. The body side supports shall be a minimum of 12-gauge 304 stainless steel.
- L. An adjustable in height stainless steel inverted vee shall be provided to keep material load off the auger for easier auger start-up.
- M. The body shall be equipped with a safety interlock system to prevent power from reaching the auger drive motor when the auger cover and/or top screens are opened beyond the normal operating position.

3. TOP GRATE SCREENS

- A. The body is to have a top-grate screen grid, having at least eight (8) sections, four on each side.
- B. Screens shall be hinged at the center support beam of the spreader body for easy handling.
- C. Screens shall be made of either 3/8-inch diameter rods centered on crossbars or 3/8-inch diameter woven wire on heavy-duty frames. Screen openings to be approximately 2-1/2 inches x 2-1/2 inches.
- D. The center support beam must be a minimum 2 inch x 6 inch steel tube with a minimum 3/16-inch thickness.
- E. The center support beam shall be raised above the top of the body to prevent material build-up on top of the screens.

4. TIE DOWN/LIFTING BRACKETS

- A. The body shall have not less than four (4) 10-gauge minimum stainless steel hold down brackets designed for four-inch nylon straps with flat hooks, two on each side. The placement of the hold down brackets must comply with the Western style dump body dimensions included with the bid documents.
- B. A 10-gauge minimum stainless steel lift hook/bracket shall be installed on the front and rear face of the body at each upper corner to allow for easy handling when loading or unloading.

5. AUGER TUBE

- A. Auger tube shall be 4"OD pipe, with a minimum wall thickness of .25".
- B. The front of the auger tube shall have a 2" cold roll end shaft welded to a 3/8" minimum thickness end plate. Both shall be continuous welded.
- C. The front end shaft of the auger shall be supported by a 4-bolt flange, heavy duty, sealed, self-aligning bearing. Bearing must be greasable from the rear of the spreader body.
- D. The rear of the auger tube shall be supported entirely by the hydraulic drive motor by means of a splined, greasable coupler continuous welded to the rear of the auger tube. Grease fitting must grease motor splines and coupler splines.
- E. No center support bearings will be allowed.

6. AUGER FLIGHTING

- A. Auger flighting shall have a minimum thickness of 1/2", and an outside diameter of 7". Flighting shall be continuous welded to the tube.
- B. Auger flighting shall have the outer edge hard-surfaced by an electric arc welding process to a minimum #55 Rockwell hardness.
- C. Auger flighting shall have three different pitches in order for the hopper to unload evenly from the front, middle, and rear.

7. AUGER DRIVE MOTOR

- A. Motor shall be a heavy duty roller stator type, have a splined output shaft, 4-bolt mounting, with O-ring ports .
- B. Motor shall be rated for a maximum system pressure of at least 2350psi, have a displacement of 64 cubic inches, and be rated for a maximum of 25 gpm oil flow.
- C. Motor shall be mounted using a floating mount to prevent minimal differences in spline alignment between the auger and motor from damaging either component.

8. AUGER FEED RATE

- A. The rear wall of the spreader shall have a feed opening size of approximately 63 square inches.
- B. The auger assembly shall have a minimum theoretical output of .135 cubic feet of material per revolution.
- C. The auger and motor assembly shall produce a minimum theoretical output of 7.29 cubic feet per minute of material at 15 gpm oil flow.

9. DROP CHUTE AND SPINNER

- A. The drop chute shall be made of a minimum of 12-gauge stainless steel.
- B. The drop chute shall bolt to the rear of the auger trough.
- C. The chute shall be fully enclosed and include an operator-adjustable deflector at the bottom to change the flow of material from the middle of the chute to one side or the other.
- D. The bottom of the chute shall have a hood with operator-adjustable material deflectors installed on each side and rear of the drop chute.
- E. The spinner shall be securely mounted at the bottom of the chute. Spinner motor mounting brackets shall be a minimum of 7-gauge stainless steel.
- F. The spinner shall be operated by a high torque, low speed geroller type hydraulic motor with o-ring thread ports.
- G. The height of the spinner disk shall be adjustable with an ideal height of 18 inches above the ground.
- H. Spinner disk shall be 18 inches in diameter, made from 7 ga. steel, and have six replaceable formed 7 ga steel fins.

10. HYDRAULIC HOSES AND COUPLERS

- A. All hydraulic hoses shall be rated for 3000 psi working pressure.
- B. Hydraulic hoses shall be long enough to be routed from their respective connection point on the spreader to the male hydraulic couplers mounted in the left rear corner of the dump body.
- C. Hoses shall be routed up to the upper left rear corner of the spreader body and secured at a point to allow the hoses to go over the side of the dump body and down to the male couplers at the left rear corner of the dump body.
- D. The return circuit for the conveyor and spinner motor shall be "teed" together on the spreader and run together in a common return hose to the truck coupler.
- E. Hydraulic hoses shall be sized as follows:

1. Auger hose shall be 3/4-inch ID with female JIC swivels at both ends. Hose shall have a 3/4-inch female FD45-1003-12-12 coupler attached.
 2. Spinner hose shall be 1/2-inch ID with female JIC swivels at both ends. Hose shall have a 1/2-inch female FD45-1003-8-10 coupler attached.
- F. Spreader return hose shall be 1-inch ID with female JIC swivels at both ends. Hose shall have a 1-inch female FD45-1003-16-16 coupler attached.

11. LIQUID CHEMICAL STORAGE

- A. Two (2) side-mounted, 100-gallon polyethylene reservoir tanks, one per side, shall be provided.
- B. A minimum of a 3-inch top fill port with splash proof vent, and a 3/4-inch suction port shall be molded into each tank.
- C. Both tanks shall be plumbed together with a minimum 1-1/2" ID hose and a tee located at the left rear corner of the spreader.

12. CONSPICUITY

Spreader shall be outfitted with DOT-C2 11-inch red/7-inch white parabolic retro-reflective conspicuity tape (Reflexite or equal) as per MoDOT guidelines included in the bid documents.

OPTIONS

1. Option for dual auger configuration

Specifications for a dual auger configuration spreader and its individual components shall be the same as the single auger base spreader unless otherwise specified.

*Drive system shall consist of two hydraulic motors plumbed in parallel. Gearboxes will not be allowed.

*Feed rate for dual auger configuration shall be at least double that listed for the single auger.

*Inverts over the augers are optional.

2. Option for fold-up spinner chute

Specifications for a fold-up spinner chute configuration and its individual components shall be the same as the regular spinner chute unless otherwise specified.

- a. Chute shall fold up and to the left from the bottom of the auger trough.
- b. Spinner hose configuration shall consist of quick couplers to facilitate folding operation.

3. Option for spreader stand

Stand shall be permanently mounted to the spreader, and allow for installation of spreader in the truck, removal of spreader from the truck, and storage of the spreader without the use of additional tools or components.

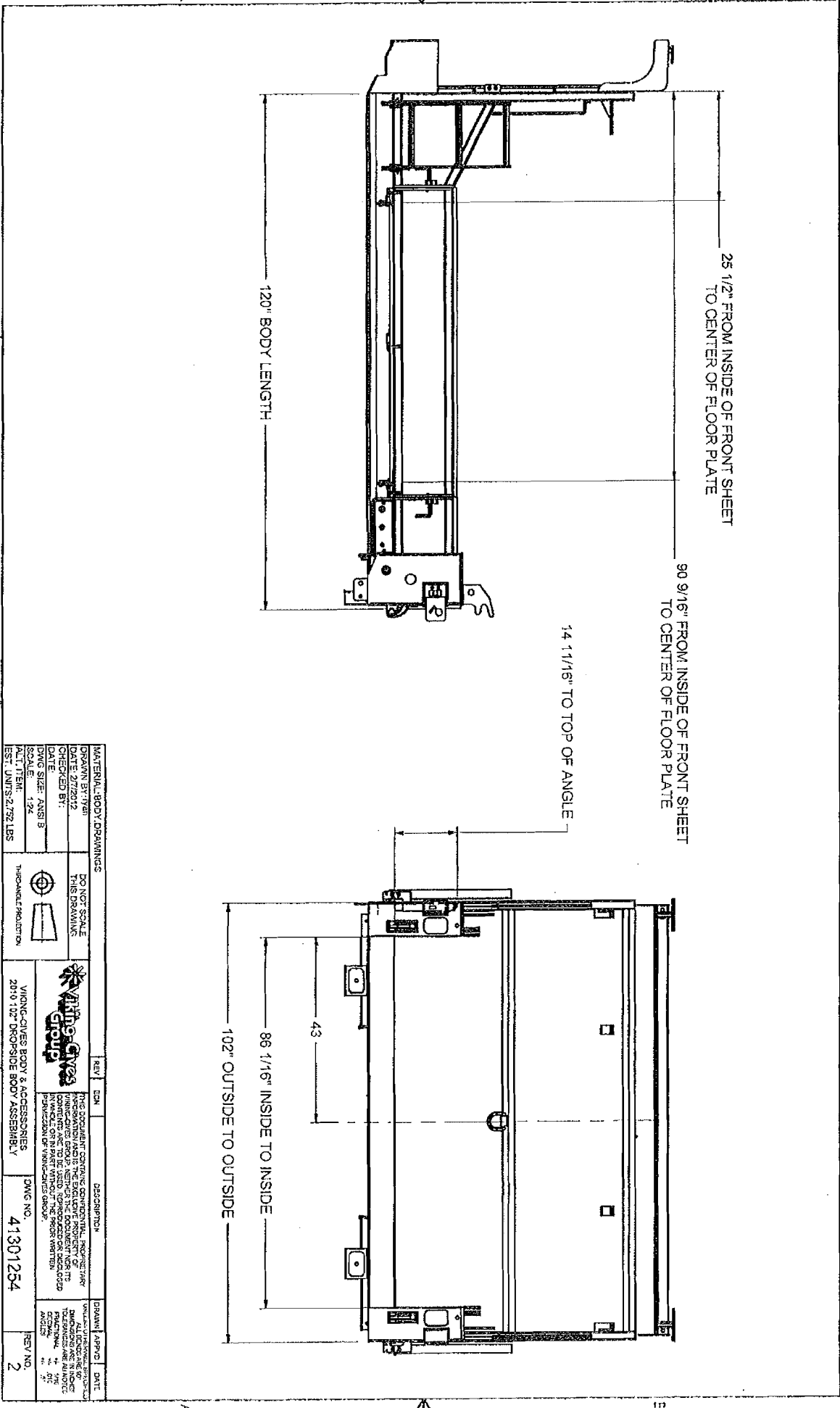
* Stand shall be full length of the spreader



*Stand shall be between 72"-76" wide

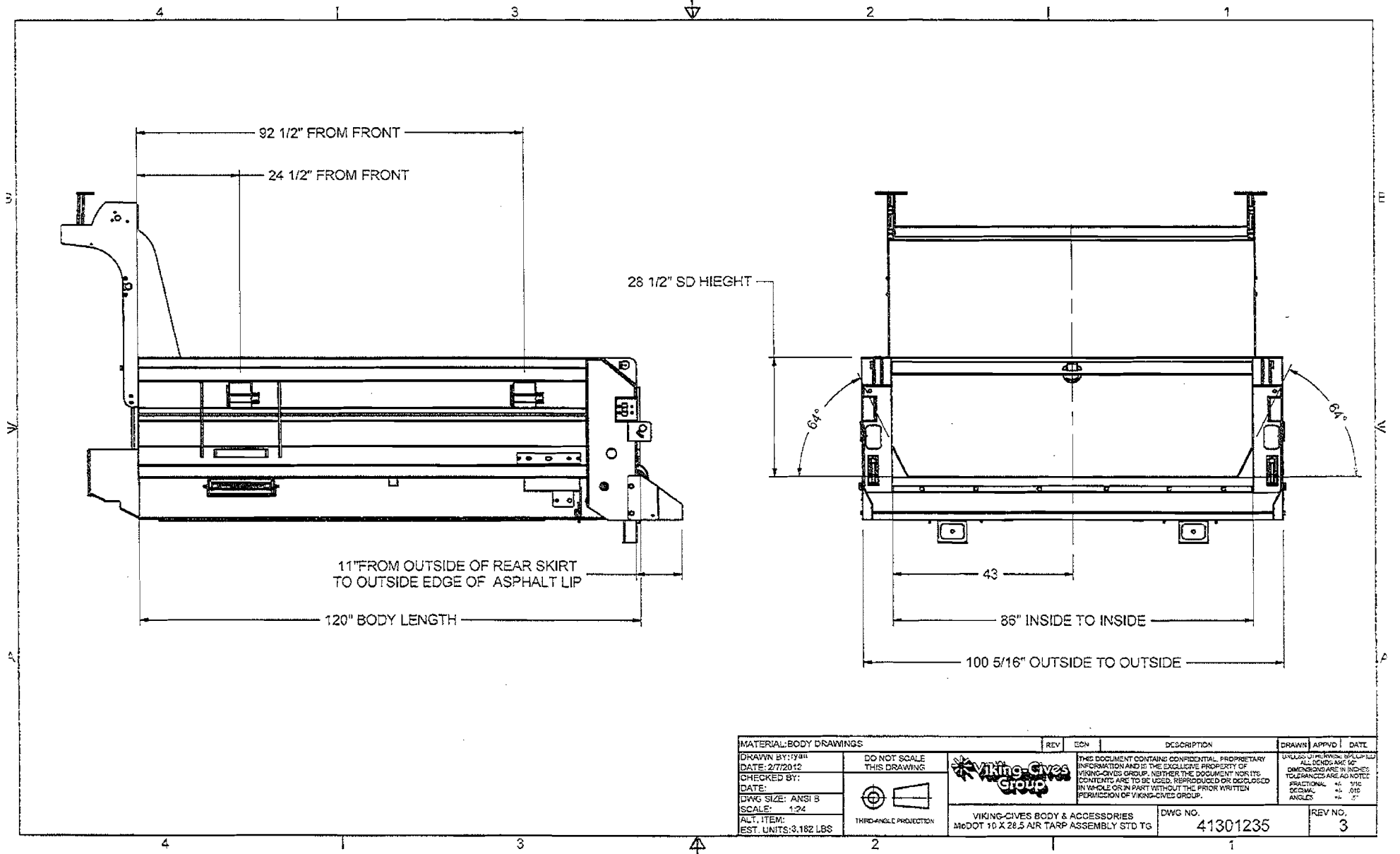
*Stand configuration at the rear of the spreader shall protect the spinner chute from damage in the event of a rear-end collision
*All movable points of the stand shall be greasable



4. Option for an auger sensor

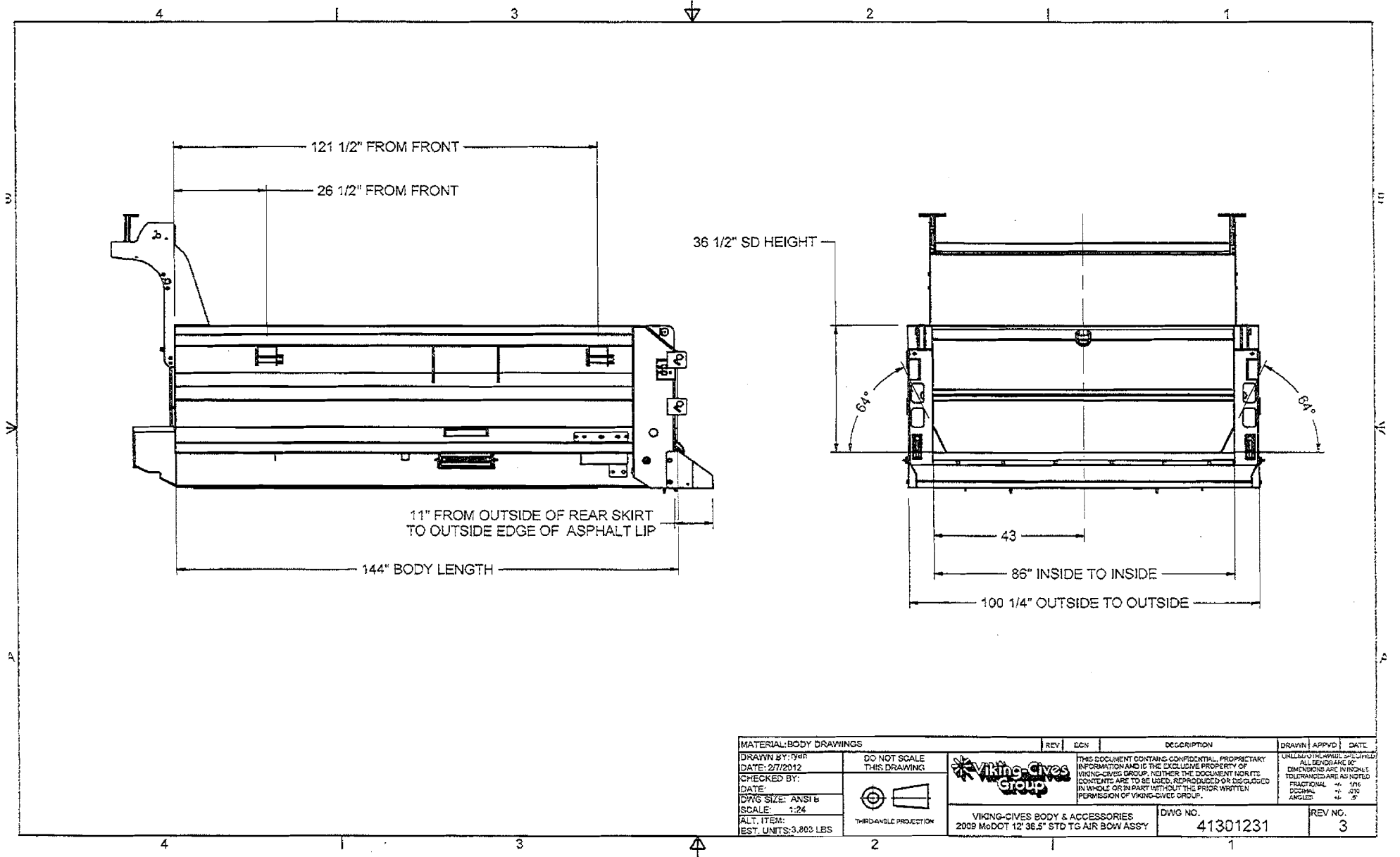
- a. Sensor shall have sealed connections that meet ISO IP68 and NEMA 6 ratings
- b. Sensor shall be digital, and compatible with Component Technology GL400 and ACS systems.


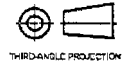



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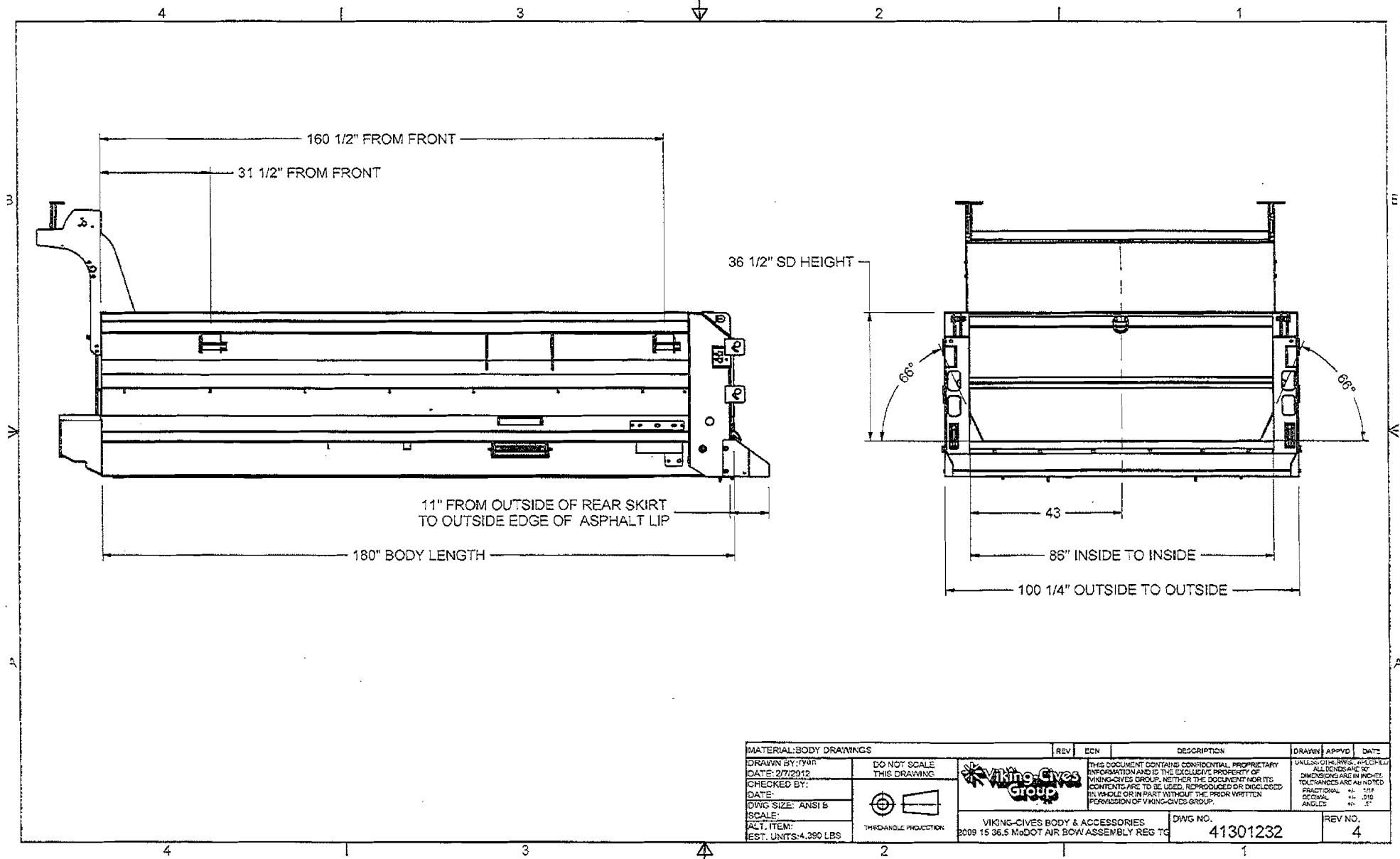


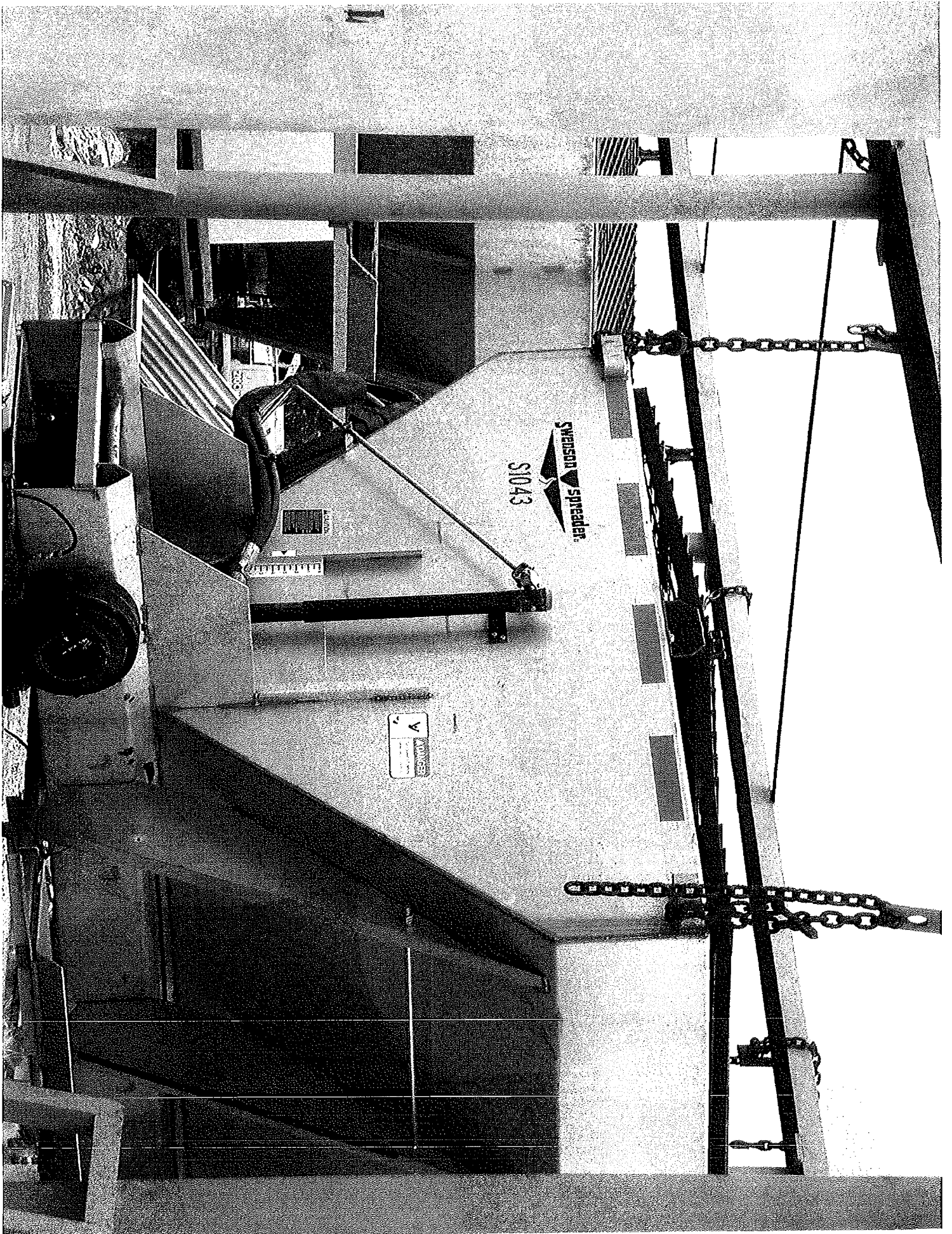
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DATE: 2/7/2012		DO NOT SCALE THIS DRAWING			ALL DIMENSIONS ARE IN INCHES				
CHECKED BY:		 THIRD-ANGLE PROJECTION			DIMENSIONS ARE IN INCHES				
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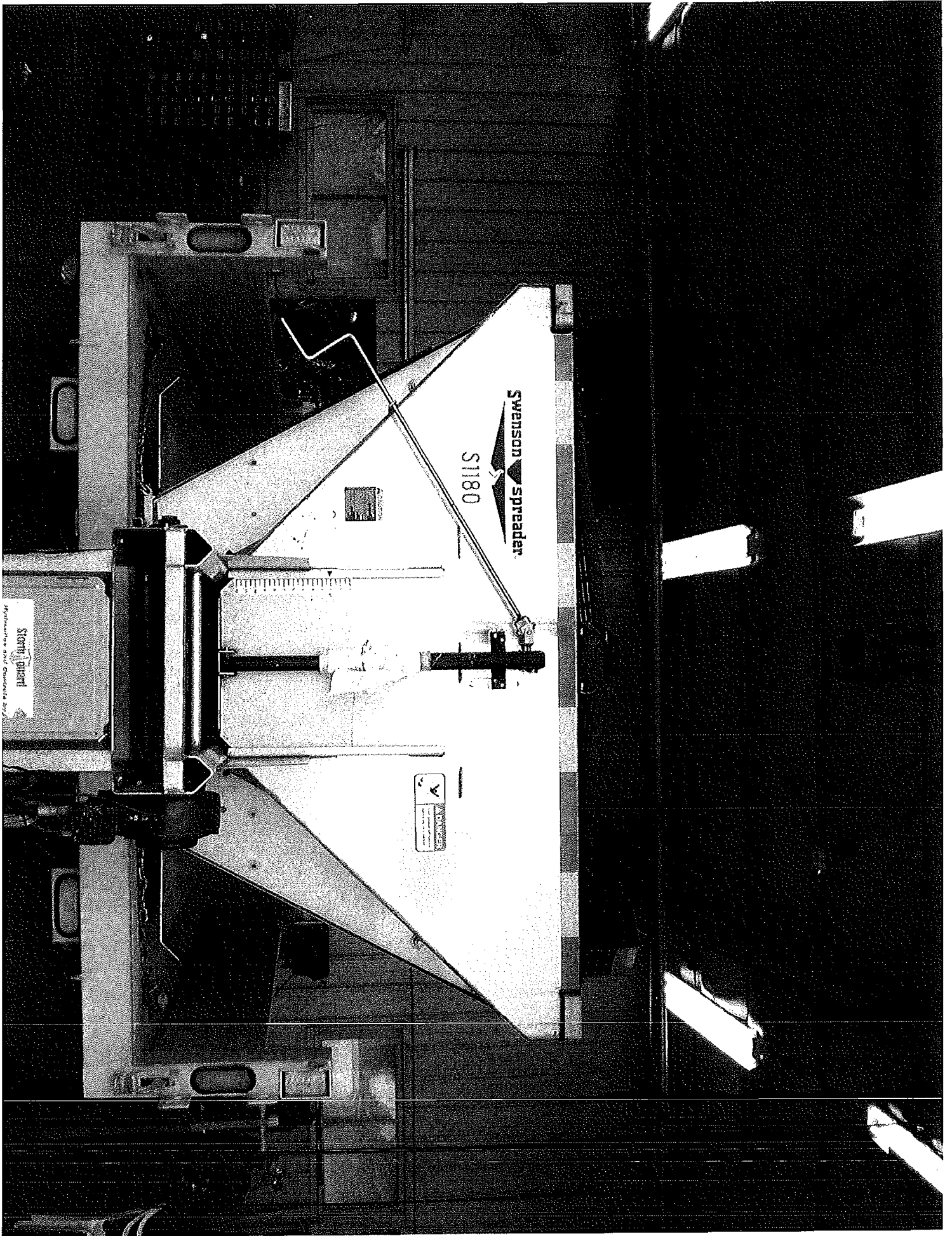


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				 VIKING-CIVES BODY & ACCESSORIES 2059 MoDOT 12' 36.5" STD TG AIR BOW ASSY	DWG NO. 41301231		REV NO. 3

UNLESS OTHERWISE SPECIFIED
 ALL DIMENSIONS ARE IN INCHES
 TOLERANCES ARE AS NOTED
 FRACTIONAL ± .1/16
 DECIMAL ± .015
 ANGLES ± .5°







Swenson Spreader
S1180

Storby Giant
Hydraulic and Control Sys.

SAFETY
READ INSTRUCTIONS
BEFORE OPERATING

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

10th

day of

December 20 15

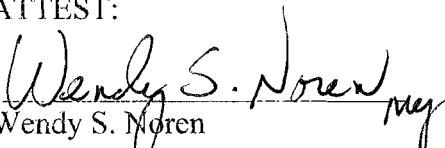
the following, among other proceedings, were had, viz:

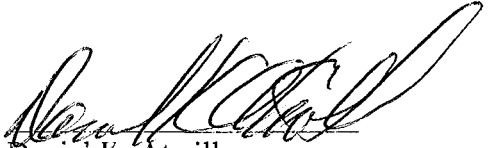
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-140926TV – Light Duty Vehicles to purchase one (1) Chevrolet Silverado 4x4 Crew Cab Pickup Truck from Don Brown Chevrolet of St. Louis, MO.

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

Done this 10th day of December, 2015.

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

588-2015

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO
DATE: November 30, 2015
RE: Cooperative Contract: 3-140926TV – Chevrolet Silverado Pickup Truck

Emergency Operations requests permission to utilize the Missouri Department of Transportation cooperative contract 3-140926TV – *Light Duty Vehicles* with Don Brown Chevrolet of St. Louis, Missouri to purchase one (1) Chevrolet Silverado 4x4 Crew Cab Pickup Truck.

Total cost of contract is \$28,624.00 and will be paid from department 2702 – Emergency Management Operations, account 91400 – Auto/Trucks.

cc: Terry Cassil, Emergency Management Operations
Contract File

**PURCHASE AGREEMENT
FOR**

**(1) New 2016 Chevrolet Silverado Half-Ton 4x4 Crew Cab Pickup Truck
for the Emergency Management Operations**

THIS AGREEMENT dated the 10th day of December 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Don Brown Chevrolet, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) new 2016 Chevrolet Silverado Half-Ton 4x4 Crew Cab Pickup Truck in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-140926TV**, Don Brown Chevrolet quotes dated November 13 and November 16, 2015, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **3-140926TV** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

	<u>Unit Price</u>
2016 Chevrolet Silverado Half-Ton 4x4 Crew Cab Pickup Truck	\$26,348.00
Option 10A Tow Package	\$338.00
Option 10B Integrated Brake Control	\$205.00
Option 10G Cab Steps / Running Boards	\$563.00
Option 10K Limited Slip Rear Axle	\$367.00
Option 10L Lt. 6 Ply Tires	\$363.00
Option 10N Trailer Type Extended Mirrors	\$67.00
Option 10O Bluetooth Capability	\$132.00
 SUB-TOTAL	 \$28,383.00
 Delivery Charge:	 \$241.00
 GRAND TOTAL	 \$28,624.00

Exterior Color: Silver Ice Metallic
Interior Color: Dark Ash – **cloth seats**

Equipment Included with Base Price: Crew Cab, 4 Wheel Drive, Automatic Transmission V6 Engine, Manufacturer's standard rear end axel ratio, Air Conditioning, LH & RH Exterior Mirrors, Plus Spare Tire, Rubber Flooring, Minimum GVWR 6,000 lbs., Short Bed 5 ½', 4 wheels anti-locking brake system-ABS, Speed Control and Tilt Wheel, Vinyl Seats, 3 Sets of Keys.

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 80 days after receipt of order. Delivery shall be to Boone County Public Works, 5551 Tom Bass Road, Attn: Greg Edington, Columbia, MO 65201.

4. **Title** – Title in the name of: Boone County Emergency Operations. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Emergency Operations, Attn: Terry Castle, 609 E. Walnut Street, Columbia, MO 65201 and billings may only include the prices listed herein. No additional fees for paper work processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

DON BROWN CHEVROLET, INC.

by [Signature]

title fleet manager

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] 12/01/2015
Signature Date

2702 / 91400 - \$28,624.00

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.**
17. **Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.**



2244 S. Kingshighway, St. Louis, Missouri 63110
 (314)772-1400 (314)772-1022 Fax
dave@donbrownchevrolet.com

ATTN: COUNTY OF BOONE

DATE: 11/13/15

QUOTE

	DESCRIPTION		TOTAL
	ITEM 10 CHEVROLET 1500 CREW CAB		
1	4WD WHITE	\$26,348.00	\$26,348.00
1	OPTION 10A TOW PKG.	\$338.00	\$338.00
1	OPTION 10B INTEGRATED BRAKE CONTROL	\$205.00	\$205.00
1	OPTION 10G RUNNING BOARDS	\$563.00	\$563.00
1	OPTION 10K LIMITED SLIP REAR AXLE	\$367.00	\$367.00
1	OPTION 10L LT. 6 PLY TIRES	\$363.00	\$363.00
1	OPTION 10N TRAILER TYPE EXT. MIRRORS	\$67.00	\$67.00
1	OPTION 10O BLUETOOTH CAPABILITY	\$132.00	\$132.00
GRAND TOTAL			\$28,383.00

If you should have any questions, please don't hesitate to give me a call. Thank you!

Dave Helterbrand
 Fleet Department Manager

This quote is good for 30 days

Melinda Bobbitt - Mileage

From: Jeremy Kennedy <JKennedy@donbrownchevrolet.com>
To: "mbobbitt@boonecountymo.org" <mbobbitt@boonecountymo.org>
Date: 11/16/2015 8:00 AM
Subject: Mileage

Good morning,

The delivery fee is \$0.98 per mile round trip and you are 123 miles from us so 246 miles= \$241.00

Thanks so much,

Jeremy Kennedy

Fleet Dept. Asst. Manager

jkennedy@donbrownchevrolet.com

2244 S. Kingshighway Blvd.

St. Louis, Mo 63110

314-772-1400 ext: 6106

314-772-1022 fax





Missouri Department of Transportation
Bid Tabulation of Request 3-140926TV Light Duty Vehicles - 1st Renewal
 Multiple Awards

ITEM # 10 - New standard equipped 2016 Half-Ton 4 x 4 Crew Cab Pickup Truck
 Options A-O apply. See Options Tab for details.

VENDOR	Capital City Chrysler	Don Brown Chevrolet BID "A"	Don Brown Chevrolet BID "B"	Lou Fusz Chevrolet	Lou Fusz GMC	Putnam Chevrolet	Roberts Chevrolet Buick
MAKE/MODEL	DODGE RAM 1500 CREW 4X4	SILVERADO CREW	SILVERADO CREW	CHEVROLET SILVERADO	GMC SIERRA	CHEVROLET SILVERADO	CHEVROLET SILVERADO 1500
GVWR	6,950	7,100	7,100	7,100	7,100	7,100	7,100
GAS MPG CITY / HWY	16 / 23	17/22	17/22	17 / 22	17 / 22	17 / 22	17 / 22
FUEL CAP	26	26	26	26	26	26	26
OIL CAP	6	6	6	5	5	6	6
E-85 Compatible	YES	YES	YES	YES	YES	YES	YES
E-85 MPG CITY / HWY	11 / 16	12/15	12/15	17 / 22	17 / 22	12 / 15	12 / 15
BASE PRICE	\$26,138.00	\$26,427.00	\$26,348.00	\$26,632.00	\$26,591.00	\$27,066.00	\$26,469.00
OPTION 10A Tow Pkg.	\$100.00	\$338.00	\$338.00	\$330.00	\$330.00	\$340.00	\$338.00
OPTION 10B Integrated Brake Control	\$230.00	\$205.00	\$205.00	\$202.00	\$202.00	\$207.00	\$207.00
OPTION 10C Ext. Color Highway Yellow	N/A	\$274.00	\$274.00	\$0.00	\$0.00	\$275.00	\$0.00
OPTION 10D Alt. larger V8 gasoline engine	\$450.00	\$1,035.00	\$1,035.00	\$996.00	\$996.00	\$980.00	\$985.00
OPTION 10E Alt. diesel engine	\$8,800.00	N/A	N/A		N/A	N/A	N/A
OPTION 10F Opt CNG LP Pkg	N/A	N/A	N/A		N/A	N/A	N/A
OPTION 10G Cab Steps / Run Boards	\$550.00	\$563.00	\$563.00	\$575.00	\$575.00	\$300 / \$495	\$567.00
OPTION 10H Power Windows/Door Locks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPTION 10I Long Bed in lieu of 5' 6" Bed	\$650.00	\$296.00	\$296.00	\$281.00	\$281.00	\$300.00	\$270.00
OPTION 10J Opt. Rear Axle Ratio	\$75.00	N/A	N/A		\$0.00	N/A	\$0.00
OPTION 10K Limited Slip Rear Axle	\$375.00	\$367.00	\$367.00	\$360.00	\$360.00	\$360.00	\$356.00
OPTION 10L Lt. 6 ply tires in lieu of 4 ply	N/A	\$363.00	\$363.00	\$350.00	\$350.00	\$353.00	\$356.00
OPTION 10M 10 ply tires in lieu of 4 ply	\$250.00	N/A	N/A		N/A	\$320.00	N/A
OPTION 10N Trailer Type ext. mirrors	\$180.00	\$67.00	\$67.00	\$64.00	\$64.00	\$65.00	\$63.00
OPTION 10O Bluetooth Capability	\$660.00	\$132.00	\$132.00	\$137.00	\$137.00	\$150.00	\$392.00
STD ARO (DAYS)	90-120	80	80	60-90	60-90	60-90	60-90



Missouri Department of Transportation
Bid Tabulation of Request 3-140926TV Light Duty Vehicles - 1st Renewal
Multiple Award

**See each Bid Tab Item Page to see what options apply to that Item.

ITEM # 10 - New standard equipped **2016 Half-Ton 4 x 4 Crew Cab Pickup Truck**

All units must contain the following options:

1. Standard minimum V6 gas engine (Liters _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lbs.
9. Short Bed – 5 ½ ft.
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. 3 sets of keys

Optional Equipment

- Option 10A:** Towing Package: Manufacturer's Standard to include heavy duty engine oil, and transmission cooling systems, Class III frame hitch / receiver and 7 pin trailer wiring connection
- Option 10B:** Factory installed Integrated Brake Control
- Option 10C:** Exterior color to be Federal Standard #595B "Highway Yellow"
- Option 10D:** Alternate larger V8 gasoline engine
- Option 10E:** Alternate diesel engine
- Option 10F:** Optional CNG/LP Package
- Option 10G:** 2 Full-length cab steps or running boards (One on Drivers Side, one on Passenger side)
- Option 10H:** Power Window and Door locks
- Option 10I:** Long Bed in lieu of the 5' 6" Bed
- Option 10J:** Optional Rear Axle Ratio
- Option 10K:** Limited Slip Rear Axle.
- Option 10L:** LT. 6 ply. tires in lieu of 4 ply. standard tires
- Option 10M:** 10 ply tires in lieu of 4 ply standard tires
- Option 10N:** Trailer type exterior mirrors in lieu of standard
- Option 10O:** Bluetooth Capability



Missouri Department of Transportation
RFB 3-140926TV Light Duty Vehicles - 1st Renewal
Model Year 2016 Renewal Pricing
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

VENDOR INFORMATION

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S. Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #: 816-896-1474
Email address: mhilker@bluespringsford.com

Name: Capitol Chrysler Dodge Jeep Ram
Contact name: Jerry Dunn
Address Line: 3201 Missouri Blvd.
Address Line: Jefferson City, MO 65109
Telephone #: 573-893-5000
Cellular Phone #: 573-301-2245
Email address: jdunn@capitolcitycars.com

Name: Don Brown Chevrolet
Contact name: Dave Helterbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: 314-333-6155
Email address: dave@donbrownchevrolet.com

Name: Lou Fusz Chevrolet
Contact name: Brad Matheney
Address Line: 5120 N. Service Rd.
Address Line: St. Peter, MO 63376
Telephone #: 314-595-2780
Cellular Phone #: 314-565-0112
Email address: bradmatheney@fusz.com

Name: Lou Fusz Ford
Contact name: Andy Eldridge
Address Line: #2 Caprice Drive
Address Line: Chesterfield, MO 63005
Telephone #: 636-532-9955
Cellular Phone #: 314-662-0055
Email address: andyeldridge@fusz.com

Name: Putnam Chevrolet
Contact name: Bill Campbell; Gary Hamilton
Address Line: 500 W. Buchanan, P.O. Box 168
Address Line: California, MO 65018
Telephone #: 573-796-2131
Email address: bill@putnamchevrolet.com
Other E-Mail: gary@putnamchevrolet.com

Name: Roberts Chevrolet Buick
Contact name: Dean Meier
Address Line: 1600 E. Prairie View Road, P.O. Box 470
Address Line: Platte City, MO 64079
Telephone #: 816-858-3200
Cellular Phone #: 816-564-9678
Email address: flaet@robertscb.com

VENDOR INFORMATION

Name: Broadway Ford Truck Sales
Contact name: Terry Wojtowicz
Address Line: 1506 South 7th Street
Address Line: St. Louis, MO 63104
Telephone #: 314-206-3330
Cellular Phone #: 314-412-9140
Email address: twojowicz@broadwaytruck.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: 314-540-5266
Email address: lwilliams@davesinclair.com

Name: Joe Machens Ford, Inc.
Contact name: Kelly Sells
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: ksells@machens.com

Name: Lou Fusz GMC
Contact name: Brad Matheney
Address Line: 10950 Page Avenue
Address Line: St. Louis, MO 63132
Telephone #: 314-595-2780
Cellular Phone #: 314-565-0112
Email address: bradmatheney@fusz.com

Name: Midway Ford Truck Center, Inc.
Contact name: Kyle C. Mead
Address Line: 7601 NE 38th Street
Address Line: Kansas City, MO 64161
Telephone #: 816-455-3000
Cellular Phone #: 913-669-1987
Email address: kyle.mead@midwaytrucks.com

Name: Republic Ford, Inc.
Contact name: Steve Forrester
Address Line: P.O. Box 700
Address Line: Republic, MO 65738
Telephone #: 417-732-2626
Cellular Phone #: 417-350-5083
Email address: sforrester@republicford.com

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Address Line: Shawnee, KS 66203-0179
Telephone #: 913-248-2287
Email address: jay.cooper@shawneemissionford.com



**Missouri Department of Transportation
RFB 3-140926TV Light Duty Vehicles - 1st Renewal
2016 Model Year Renewal Pricing**

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

Vendor	% MSRP Discount	FOB Location
Blue Springs Ford	10%	Blue Springs, MO 64015
Broadway Ford Truck Sales	12%	St. Louis, MO 63104
Capitol Chrysler Dodge Jeep Ram	5%	Jefferson City, MO 65109
Dave Sinclair Ford, Inc.	10%	7466 S. Lindbergh St. Louis, MO
Don Brown Chevrolet	10%	2244 S. Kingskighway St. Louis, MO
Joe Machens Ford	10%	
Lou Fusz Chevrolet	0%	\$1.50/mile from 5120 N. Service Rd, St. Peters, MO
Lou Fusz Ford	3%	Chesterfield, MO
Lou Fusz GMC	0%	\$1.50/mile from 10950 Page Ave, St. Louis, MO
Midway Ford Truck Center, Inc.	5%	Midway Ford Truck Center
Republic Ford, Inc.	NONE	Republic, MO
Roberts Chevrolet, Inc.	10%	Platte City, MO
Putnam Chevrolet	10%	
Shawnee Mission Ford, Inc.	10%	Shawnee

Manufacturer's Factory Warranties:

Dodge/Chrysler/Jeep: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain

Chevrolet/GMC: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain Warranty

Ford: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/60,000 Mile Powertrain Warranty



**Missouri Department of Transportation
RFB 3-140926TV Light Duty Vehicles - 1st Renewal**

**Multiple Award
2016 Model Year**

Item Description

- ITEM # 1 - New standard equipped 2016 Compact 4x2 Extended Cab**
- ITEM # 2 - New standard equipped 2016 Compact 4x2 Crew Cab**
- ITEM # 3 - New standard equipped 2016 Compact 4x4 Extended Cab**
- ITEM # 4 - New standard equipped 2016 Compact 4x4 Crew Cab**
- ITEM # 5 - New standard equipped 2016 Half-Ton 4x2 Regular Cab Pickup Truck**
- ITEM # 6 - New standard equipped 2016 Half-Ton 4x2 Extended Cab Pickup Truck**
- ITEM # 7 - New standard equipped 2016 Half-Ton 4x2 Crew Cab Pickup Truck**
- ITEM # 8 - New standard equipped 2016 Half-Ton 4x4 Regular Cab Pickup Truck**
- ITEM # 9 - New standard equipped 2016 Half-Ton 4x4 Extended Cab Pickup Truck**
- ITEM # 10 - New standard equipped 2016 Half-Ton 4x4 Crew Cab Pickup Truck**
- ITEM # 11 - New standard equipped 2016 (Compact) Sport Utility Vehicle 2WD**
- ITEM # 12 - New standard equipped 2016 (Compact) Sport Utility Vehicle 4WD or AWD**
- ITEM # 13 - New standard equipped 2016 (Full Size) Sport Utility Vehicle 2WD**
- ITEM # 14 - New standard equipped 2016 (Full Size) Sport Utility Vehicle 4WD or AWD**
- ITEM # 15 - New standard equipped 2016 or Newer 2WD Model Carryalls**
- ITEM # 16 - New standard equipped 2016 or Newer 4WD Model Carryalls**
- ITEM # 17 - New standard equipped 2016 7-Passenger Extended Mini-Van, Alternative Fuel**
- ITEM # 18 - New standard equipped 2016 Cargo Mini-Van**
- ITEM # 19 - New standard equipped 2016 Small-Size 4-Door Sedan**
- ITEM # 20 - New standard equipped 2016 Mid-Size 4-Door Sedan, Alternative Fuel**
- ITEM # 21 - New standard equipped 2016 Mid-Size 4-Door Sedan, Gas Engine**
- ITEM # 22 - New standard equipped 2016 Mid-Size 4-Door Sedan, Hybrid Engine**
- ITEM # 23 - New standard equipped 2016 Full Size 4-Door Sedan, Alternative Fuel**
- ITEM # 24 - New standard equipped 2016 Full Size 4-Door Sedan, Gas Engine**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

December 20 15

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

Now on this day the County Commission of the County of Boone does hereby award bid 70-26OCT15 -- Kitchen Equipment for the Boone County Sheriff's Department to Commercial and Restaurant Equipment, Inc. and approves the trade in, with zero value, of the following kitchen equipment:

Hot Food Well, asset tag 7017

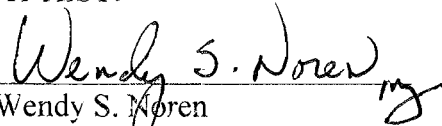
Fryer System, asset tag 7011

Range Combo, asset tag 7012

The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement and Request for Disposal forms.

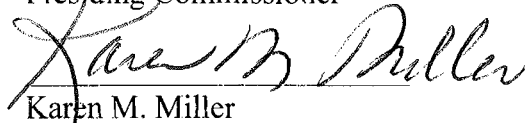
Done this 10th day of December, 2015.

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

589-2015

Boone County Purchasing

Jacob M. Garrett
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett
DATE: December 3, 2015
RE: RFB Award Recommendation: 70-26OCT15 – Kitchen Equipment for the Boone County Sheriff's Department.

The Request for Bid for 70-26OCT15 – Kitchen Equipment closed on October 26, 2015. Four bid responses were received. Recommendation for award is to Commercial and Restaurant Equipment, Inc. for offering the lowest and best bid.

Cost of the contract is \$9,802.18. Contract cost will be paid from department 1255 Corrections Department, Account 92300 – Replacement Machinery and Equipment. According to Leasa Quick a Budget Revision from 1255 – Corrections will be used for this bid.

Purchasing is seeking permission to trade in with zero value the following Kitchen Equipment.

Fixed Asset Tag Number: 7017 – Hot Food Well (Food Warmer) (Jail)
Fixed Asset Tag Number: 7011 – Fryer System (Jail)
Fixed Asset Tag Number: 7012 – Range Combo (Jail)

cc: Bid File
Leasa Quick, Budget Administrator

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10-16-15

FIXED ASSET TAG NUMBER: 7017

DESCRIPTION: Hot Food Well (food warmer)

REQUESTED MEANS OF DISPOSAL: Removal by replacement bidding company

OTHER INFORMATION: SN #MW14724

CONDITION OF ASSET: Very old

REASON FOR DISPOSITION: Replaced

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will be removed by winning bidder

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff's 1255

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 2-14-92

RECEIPT INTO 1190-3836 Ha

ORIGINAL COST \$1,144.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

 OTHER EXPLAIN Vender hauled off from bid for new

COMMISSION ORDER NUMBER 589-2015

DATE APPROVED 12-10-15

SIGNATURE 

RECEIVED

OCT 16 2015

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10-16-15

FIXED ASSET TAG NUMBER: 7011

DESCRIPTION: Fryer System

RECEIVED

REQUESTED MEANS OF DISPOSAL: Removal by replacement bidding company

OCT 16 2015

OTHER INFORMATION: Frymaster Fry Magic

BOONE COUNTY AUDITOR

CONDITION OF ASSET: Very old

REASON FOR DISPOSITION: Replaced

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will be removed by winning bidder

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff's 1255

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 2-14-92

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \$3,689.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN Vendor hooked off from bid for new

COMMISSION ORDER NUMBER 589-2015

DATE APPROVED 12-10-15

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10-16-15

FIXED ASSET TAG NUMBER: 7012

DESCRIPTION: Range Combo

RECEIVED

REQUESTED MEANS OF DISPOSAL: Removal by replacement bidding company

OCT 16 2015

OTHER INFORMATION: Wolf Range

BOONE COUNTY AUDITOR

CONDITION OF ASSET: Very old

REASON FOR DISPOSITION: Replaced

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will be removed by winning bidder

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff's 1255

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 2-14-92

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \$3,160.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN Vendor backed off from bid for re

COMMISSION ORDER NUMBER 589-2015

DATE APPROVED 12-10-15

SIGNATURE 

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Commercial and Restaurant Equipment, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 70-26OCT15
KITCHEN EQUIPMENT
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid document. The contract award for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install and complete kitchen equipment for the Boone County Sheriff for the following pricing:

<u>Description</u>	<u>Qty.</u>	<u>Price</u>
Range: Vulcan 60SS-6B24GBN	1	\$5,075.00
Gas Hose Kit: All Points 32-1647	1	\$139.00
Fryer: Frymaster MJ45-SD	1	\$2,686.10
Warmer: Wells MOD-300TD	1	\$1,902.08
TOTAL		\$9,802.18

Contractor agrees to complete the above work within **30 days** after receipt of Purchase Order and Notice to Proceed from the Purchasing Department.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response / Pricing Page
- Work Authorization Certification
- Debarment Certification
- Prior Experience
- Annual Wage Order #22
- Standard Terms and Conditions
- Insurance Requirements

Addendum #1
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law Form
CARE Sales and Service Bid Response dated 10/22/15

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents(30 days after receipt of Purchase order and Notice to Proceed) or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Facilities Maintenance Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees

that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount:


Nine Thousand Eight Hundred Two Dollars and Eighteen Cents (\$9,802.18)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities, any delays in project completion and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____
at Columbia, Missouri. (Date)

CONTRACTOR:
COMMERCIAL AND RESTAURANT
EQUIPMENT, INC.

OWNER:
BOONE COUNTY, MISSOURI

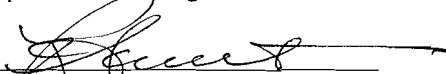
By: 
Authorized Representative *Signature*

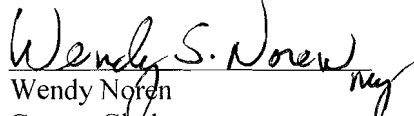
By: 
Daniel K. Atwill, Presiding Commissioner

By: DAVID BECKMAN
Authorized Representative *Printed Name*
Title: President

Approved as to Legal Form:

ATTEST:

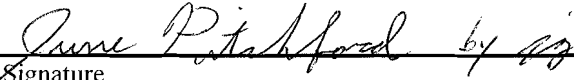

CJ Dykhouse
Boone County Counselor


Wendy Noren
County Clerk

AUDITOR CERTIFICATION

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

1255-92300- \$9,802.18

 by ap 12/02/2015
Signature Date Appropriation Account

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Camden)
)ss
State of MO)

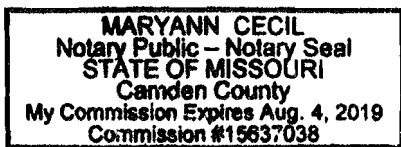
My name is Linda D Boeckman. I am an authorized agent of CARE
Sales and Service (Company). I am aware of the requirements for OSHA training set out in
§292.675 Revised Statutes of Missouri for those working on public works. All requirements of
said statute have been fully satisfied and there has been no exception to the full and complete
compliance with said provisions relating to the required OSHA training for all those who
performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: 70-26OCT15 - Kitchen Equipment

Linda D Boeckman 11-25-2015
Affiant Date

Linda Boeckman
Printed Name

Subscribed and sworn to before me this 25 day of November, 2015.



Maryann Cecil
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of Camden

State of Missouri, personally came and appeared (name and title)

Linda D Boedeman V P of the (name of company)
Commercial And Restaurant EQUIPMENT
dba CARE Sales and Service (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

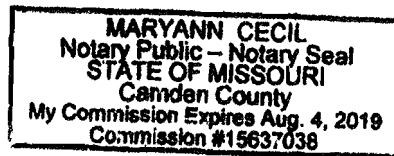
Missouri and completed on the _____ day of _____, 20____.

Linda D Boedeman
Signature

Subscribed and sworn to me this 25th day of November, 2015.

My commission expires August 4, 2019.

Maryann Cecil
Notary Public





BOONE COUNTY, MISSOURI
Request for Bid #: 70-26OCT15 – Kitchen Equipment

ADDENDUM # 1 - Issued October 15, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror'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 received the following question and is providing a response below:

Question: Is it natural gas or propoane? Is there an existing gas line in the kitchen from previous equipment?

Response: It is natural gas. There is an existing gas line.

By: Jacob M. Garrett *Jacob M. Garrett*
Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid# 70-26OCT15 – Kitchen Supplies, receipt of which is hereby acknowledged:

Company Name: CARE Sales and Service

Address: PO Box 2005 Camdenton MO, 65020

Phone Number: 573-346-2912 Fax Number: 573-346-4230

E-mail: jon@caresands.com

Authorized Representative Signature: Jon Boeckman Date: 10/22/15

Authorized Representative Printed Name: Jon Boeckman

6. Response/Pricing Page

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder agrees to furnish, delivery, install the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

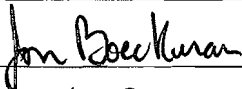
Company Name: CARE Sales and Service

Address: PO Box 2005 Camdenton MO, 65020

Telephone: 573-346-2912 Fax: 573-346-4230

Federal Tax ID (or Social Security #): 43-1525810

Print Name: Jon Boeckman Title: Sales

Signature:  Date: 10/22/15

E-Mail Address: jon@caresands.com

6.1. Pricing

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

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
6.1.1.	Vulcan 60SS-6B24GBN – 6 Burner 2 Oven 24” Griddle Economy Range	1	\$ 5075.00
	Make & Model #Vulcan 60SS-6B24GBN		
6.1.2.	Gas Hose Kit ¾” Diameter 48” Length – BKG- GHC-7548-SCK3	1	\$ 139.00
	Make & Model # All Points 32-1647		
6.1.3.	Natural Gas Frymaster MJ45-SD Gas Floor Fryer 40-50 Pounds 122,000 BTU	1	\$ 2686.10
	Make & Model #Frymaster MJ45-SD		
6.1.4.	Wells MOD-300TD Built-In3-Well Modular Warmer w/ Thermo. Control & Drain	1	\$ 1902.08
	Make & Model # Wells MOD-300TD		
	TOTAL		\$ 9802.18

6.2. Equipment shall be furnished, delivered and installed 30 calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project with what work will be performed:
N/A

6.4. Describe warranty on equipment and labor (or attach description):
Vulcan: 1 Year Parts and labor . Wells:2 year parts, 1 year labor.
Frymaster:Frypot:1st Year parts & Labor,2nd & 3rd year parts only.
Controller and all other parts 1 year parts &Labor,Thermostat parts on:

6.5. List any deviations to the required specifications/scope of work:
Second year
None.



Request for Bid (RFB)

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

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390
Email: jgarrett@boonecountymo.org

Bid Data

Bid Number: **70-26OCT15**
Commodity Title: **Kitchen Equipment for the Boone County Sheriff**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, October 26, 2015**
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Purchasing
613 E. Ash Street, Room 113
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
Affidavit (Individual Bidder Certification)
Debarment Certification
Exhibit A **Prior Experience**
Prevailing Wage **Annual Wage Order No. 22 (dated 06/09/15)**
Standard Terms and Conditions
Affidavit Compliance with the Prevailing Wage Law
Affidavit of Compliance with OSHA
“No Bid” Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' 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, reliability, service, previous experience, price, lifecycle cost, ability to deliver, delivery time after receipt of order, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a contract for the furnishing, delivery, and installation of all labor, materials, tools, equipment, delivery, and supervision to replace and dispose of the current **kitchen equipment** at the Boone County Sheriff Department.
- 2.2. **Project Location:** Boone County Sheriff, 2121 County Drive, Columbia, MO 65202
- 2.3. **Delivery Terms:** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.3.1. Equipment shall be delivered with Bill of Sale and the Owner's Parts Manual.
- 2.4. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.5. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.6. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.7. The unit price for the item identified on the Response Form shall remain fixed for the identified original contract period.
- 2.8. **SPECIFICATIONS**
- 2.8.1. **Quantity – 1** - Note: Vendor will be bidding on one (1) of each of the following or equal. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.8.2. **Vulcan 60SS-6B24GBN,- 6 Burner 2 Oven 24" Griddle Economy Range**
- 2.8.3. **Gas Hose Kit - ¼" Diameter 48" Length – BKG-GHC-7548-SCK3**
- 2.8.4. **Natural Gas Frymaster - MJ45-SD Gas Floor Fryer 40-50 Pounds 122,000 BTU**
- 2.8.5. **Well Modular Warmer w/ Thermo Wells MOD-300TD Built-In3- Control & Drain**
- 2.8.6. **Warranty** – Unit to come with manufacturer's standard warranty. Contractor to provide warranty documentation with bid response.
- 2.8.7. **Scope of Work:** Replace existing kitchen equipment with specified equipment or approved equal and dispose of existing equipment at no additional charge. County prefers the same make and model, but will allow equivalents to be bid which will be evaluated by County.
- 2.9. **SUB-CONTRACTORS**
- 2.9.1. No subcontractors shall be used without prior **written** approval of the Sheriff Department representative.
- 2.10. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
- 2.10.1. The Contractor to whom the replacement of kitchen equipment contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of five (5) years. Exhibit A is attached for the purpose of listing previous work experience.
- 2.10.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.

- 2.10.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.10.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.
- 2.10.5. The Contractor shall be responsible for obtaining any and all required permits. The County will not be responsible for the cost of any such permits.
- 2.11. **TECHNICAL SPECIFICATIONS**
- 2.11.1. **New Installation** – The Contractor shall furnish and install only new components, material, hardware, or other appurtenance as designated by the specifications.
- 2.11.2. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated herein.
- 2.11.3. Contractor shall be accountable for the removal and disposal of all replaced parts and materials.
- 2.11.4. Unit is to be properly serviced, including grease and oil to the proper levels. Properly serviced will mean all components accounted for and all adjustments made.
- 2.12. **GENERAL CONDITIONS**
- 2.12.1. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within five (5) days after such written notice.
- 2.12.2. **CONTRACTOR'S RESPONSIBILITY/SERVICE REQUIREMENTS**
- 2.12.3. **Work Hours** - Contractor shall provide service during normal business hours. Normal business hours are Monday – Friday, 8:00 a.m. to 5:00 p.m. central time, excluding holidays.
- 2.12.4. **Equipment/Safety** - The safety of the Contractor's employees and the public is of prime concern to the County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.12.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct inspections after the project is complete. The County will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County's final inspection and written approval.
- 2.12.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.13.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide **Workers Compensation Insurance** for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. **Workers Compensation** coverage shall meet Missouri statutory limits. **Employers Liability** limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the **Workers Compensation Statute**, the Contractor shall provide and shall cause each subcontractor to provide **Employers Liability Insurance** for the protection of their employees not otherwise protected.
- 2.13.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the

life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.13.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.13.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.13.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.14. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

- 2.15. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor

shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.16. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.16.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required. Should an appointment need to be made to inspect prior to bidding, contact Bob Schwartz for an appointment by calling (573) 864-8912.
- 2.16.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.16.3. **Invoices** - The County's purchase order number should appear on the invoice.
- 2.16.4. **Billing and Payment** - Payment shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. A list of materials used shall accompany the invoice. A Statement should be submitted to Boone County Sheriff Department for payment after project completion. The billing address is Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202.
- 2.17. **BID CLARIFICATION** -Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Jacob M. Garrett, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Phone: (573) 886-4393; Fax: (573) 886-4390 or Email: jgarrett@boonecountymo.org.
- 2.18. **DESIGNEE for billing questions:** Boone County Sheriff, Leasa Quick, Phone: (573) 876-2149.
- 2.19. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.20. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 22** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.21. **Overhead Line Protection:** **The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the

Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.22. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.23. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
- 2.24. **Employment of Unauthorized Aliens Prohibited**
 - (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
 - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.

3. *Response Presentation and Review*

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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. We are 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 or by fax, clearly marked with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your 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*.

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

County of Camden)
)ss
State of Missouri)

My name is Linda Boeckman I am an authorized agent of CARE Sales and Service (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

Linda Boeckman 10-22-2015
Affiant Date

Linda Boeckman
Printed Name

Subscribed and sworn to before me this 22 day of Oct., 2015



SHARI LEE
My Commission Expires
May 1, 2019
Camden County
Commission #15179495

Shari Lee
Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.



Company ID Number: 211540

**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 **Commercial And Restaurant Equip Inc dba CARE Sales and Service** (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: 211540

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

Name: **LINDA D BOECKMAN**
Telephone Number: **(573) 346 - 2912**
E-mail Address: **linda@caresands.com**

Fax Number: **(573) 346 - 4230**

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

RESTAURANT RANGES**VULCAN****ENDURANCE GAS RESTAURANT RANGE
6 OPEN BURNERS / 24" GRIDDLE-BROILER
60" WIDE GAS RANGE**

Model 60SS-6B24GBN
(shown with optional casters)

**SPECIFICATIONS**

60" wide gas restaurant range, Vulcan Model No. 60SS-6B24GBN. Fully MIG welded aluminized steel frame for added durability. Stainless steel front, sides, backriser, highshelf and 6" adjustable legs. Extra deep crumb tray with welded corners. Six 30,000 BTU/hr. open top burners with lift-off burner heads. Energy saving flashtube open burner ignition system (one pilot for every two burners) shrouded for reliability. 24" manual griddle-broiler, 30,000 BTU/hr., 4 inch wide grease trough. Heavy duty cast grates, easy lift-off 12" x 12½" in the front and 12" x 14½" in the back to better accommodate stock pots or large pans. Grates have a built in aeration bowl for greater efficiency. Burner knobs are cool to the touch, high temperature material. Two ovens: left oven is 23,000 BTU/hr. baker's depth oven, measures 26¼"d x 20¼"w x 14"h. Right oven is 35,000 BTU/hr. bakers depth oven, measures 27"d x 26⅜"w x 14"h. Oven thermostat adjusts from 250°F to 500°F with a low setting. Each oven is supplied with two racks, two rack guide sets, and four rack positions. Oven doors are heavy duty with an integrated door hinge/spring mechanism requiring no adjustment. 1" rear gas connections with rear manifold and pressure regulator. Total input 268,000 BTU/hr.

Exterior Dimensions:

34¾"d x 60"w x 58"h on 6" adjustable legs

- 60SS-6B24GBN 2 Standard Ovens / Natural Gas
- 60SS-6B24GBP 2 Standard Ovens / Propane
- 60SC-6B24GBN 1 Standard Oven / 1 Convection Oven Natural Gas
- 60SC-6B24GBP 1 Standard Oven / 1 Convection Oven Propane

STANDARD FEATURES

- Fully MIG welded frame
- Stainless steel front, sides, backriser, lift-off high shelf
- 6" stainless steel adjustable legs
- Six open top burners, each burner is 30,000 BTU/hr. with lift-off burner heads
- 24" manual griddle-broiler, 30,000 BTU/hr., 4 inch wide grease trough
- Shrouded flash tube pilot system (one pilot per two burners)
- Heavy duty cast grates, easy lift-off 12" x 12½" in front and 12" x 14½" in the rear
- Extra deep pull out crumb tray with welded corners
- 23,000 BTU/hr. baker's depth oven cavity, full size sheet pans (18" x 26") fit front-to-back
- 35,000 BTU/hr. convection oven in place of standard oven 24"d x 26⅜"w x 13⅞"h (115v - 1 phase blower motor, 4 amp, 6' cord and plug), includes three oven racks. Full size sheet pans fit side-to-side in convection oven. Convection oven motor requires field attachment.
- Oven thermostat adjusts from 250°F to 500°F
- Heavy duty cool touch oven door handles
- Two oven racks and four rack positions for each oven
- 1" rear gas connection and pressure regulator
- One year limited parts and labor warranty

ACCESSORIES (Packaged & Sold Separately)

- Extra oven rack with rack guides
- Casters (set of four)
- Flanged feet (set of four)
- 10" stainless steel stub back
- Reinforced high shelf for mounting salamander broiler

VULCAN

a division of ITW Food Equipment Group LLC

P.O. Box 696 ■ Louisville, KY 40201 ■ Toll-free: 1-800-814-2028 ■ Local: 502-778-2791 ■ Quote & Order Fax: 1-800-444-0602



ENDURANCE GAS RESTAURANT RANGE
6 OPEN BURNERS / 24" GRIDDLE-BROILER
60" WIDE GAS RANGE

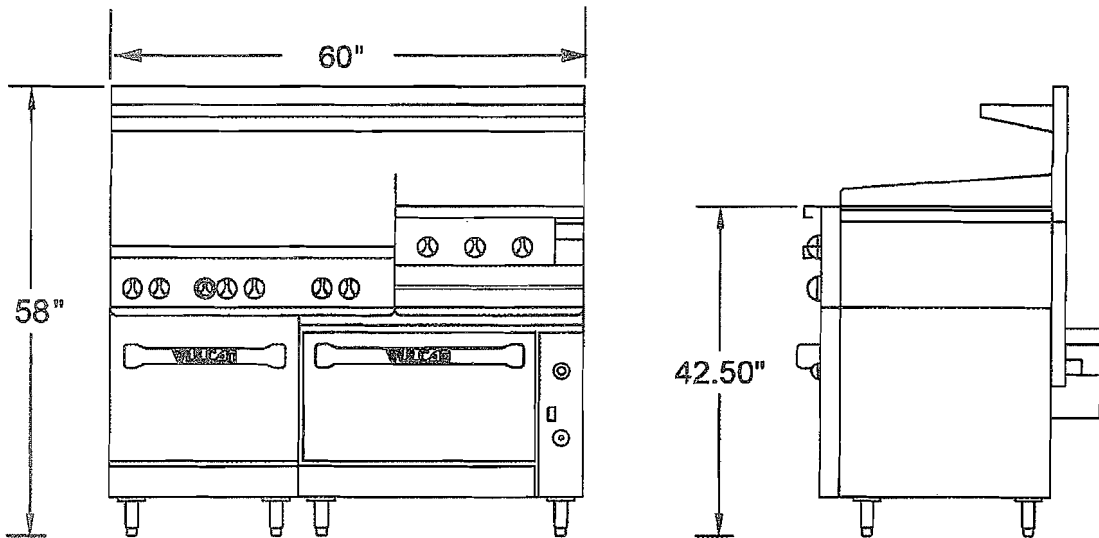
INSTALLATION INSTRUCTIONS

1. A pressure regulator sized for this unit is included. Natural gas 5.0" W.C., propane gas 10.0" W.C.
2. Gas line connecting to range must be 1" or larger. If flexible connectors are used, the inside diameter must be 1" or larger.
3. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by writing to the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269, www.NFPA.org. When writing, refer to NFPA No. 96.
4. These units are manufactured for installation in accordance with ANSZ223.1A (latest edition), National Fuel Gas Code. Copies may be obtained from The American Gas Association, 400 N Capitol St. NW, Washington, DC 20001, www.AGA.org.

- | | | |
|---------------------------------|-------------|--------------|
| 5. Clearances | Rear | Sides |
| Combustible | 6" | 10" |
| Standard Oven Non-combustible | 0" | 0" |
| Convection Oven Non-combustible | Min. 4" | 0" |
6. For proper combustion, install equipment on adjustable legs or casters provided with unit.

NOTE: In line with its policy to continually improve its product, Vulcan reserves the right to change materials and specifications without notice.

Specify type of gas when ordering.
Specify altitude when above 2,000 feet.



TOP CONFIGURATION	MODEL NUMBER	DESCRIPTION	TOTAL INPUT BTU / HR	SHIPPING WEIGHT LBS / KG
	60SS-6B24GBN	2 Standard Ovens / 6 Burners / 24" Griddle-Broiler / Natural Gas	268,000	1,025 / 465
	60SS-6B24GBP	2 Standard Ovens / 6 Burners / 24" Griddle-Broiler / Propane	268,000	1,025 / 465
	60SC-6B24GBN	1 Standard Oven / 1 Convection Oven / 6 Burners / 24" Griddle-Broiler / Natural Gas	268,000	1,045 / 492
	60SC-6B24GBP	1 Standard Oven / 1 Convection Oven / 6 Burners / 24" Griddle-Broiler / Propane	268,000	1,045 / 492

This appliance is manufactured for commercial use only and is not intended for home use.



a division of ITW Food Equipment Group LLC

P.O. Box 696 ■ Louisville, KY 40201 ■ Toll-free: 1-800-814-2028 ■ Local: 502-778-2791 ■ Quote & Order Fax: 1-800-444-0602

NOTE: In line with its policy to continually improve its products, Vulcan reserves the right to change materials and specifications without notice.

(Please complete and return with Bid)

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

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

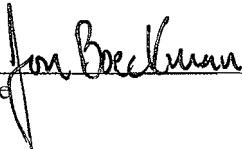
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Jon Boeckman Sales

Name and Title of Authorized Representative

Signature



Date

10/22/2015

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: MO Dept of Correctios Maryville Treatment Center
Address:30227 US Hwy 136, Maryville Mo, 64468

Contact Name: Troy Ragan
Telephone Number: 660-582-5432

Date of Contract: 02/10/2015 Through 02/09/2016
Length of Contract:

Description of Prior Services (include dates):

Delivered and installed new walk in freezer

2. Prior Services Performed for:

Company Name: MO Dept of Corrections Western Reception & Diagnostic Center
Address: 3401 Faraon Street, St Joseph, MO, 64506

Contact Name: Leroy Williams
Telephone Number: 816-387-2158

Date of Contract: 02/10/2015 Through 02/09/2016
Length of Contract:

Description of Prior Services (include dates):

Delivered and Installed Walk In Freezer

3. Prior Services Performed for:

Company Name: MO Dept of Corrections Western Reception & Diagnostic Center
Address: 3401 Faraon Street, St Joseph MO, 64506

Contact Name: Leroy Williams
Telephone Number: 816-387-2158

Date of Contract: 06/05/2015 Through 12/06/2015
Length of Contract:

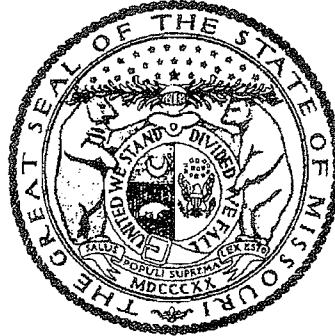
Description of Prior Services (include dates):

Removed existing flight Type dishwasher and installed new dishwasher.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$26.68

All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)		\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator		\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer		\$23.65	32	31	\$5.00 + 23%
Groundman		\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer		\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oilier-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.

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

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

County of _____)

)ss

State of _____)

My name is _____ I am an authorized agent of _____ (Company).

I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2015

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

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

PRODUCER Associated Insurance Group 150 Weldon Pkwy Maryland Heights MO 63043	CONTACT NAME: Associated Insurance Group	
	PHONE (A/C No. Ext): (314) 432-1812	FAX (A/C No.): (314) 432-3100
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACCIDENT INSURANCE CO.		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1572806003 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRD-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCV0014730-00	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: #70-26OCT15-KITCHEN EQUIPMENT
 JOB: BOONE COUNTY JAIL @2121 COUNTY DR. COLUMBIA, MO. 65202.
 A WAIVER OF SUBROGATION APPLIES WHERE PERMISSIBLE BY LAW.

CERTIFICATE HOLDER (573) 886-4390 COUNTY OF BOONE 613 E. ASH STREET ROOM 111 COLUMBIA, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2015

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

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

PRODUCER Hawkins Insurance Group Insurance Midwest Inc. PO Box 100, 103 S First Edina, MO 63537-0100 Danny McCollum (P/C)	CONTACT NAME: Danny McCollum (P/C)	
	PHONE (A/C, No, Ext): 660-397-2251 FAX (A/C, No): 660-397-2320 E-MAIL ADDRESS: drmccollum@charter.net	
INSURED Commercial & Restaurant Equip DBA: CARE Sales & Service PO Box 2005 Camdenton, MO 65020	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Western Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPA3086639-20	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPA3086639-20	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPA3086639 20	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Boone is additional insured.

CERTIFICATE HOLDER County of Boone Boone County Jail 2121 County Dr Columbia, MO 65202	COUNTYB	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danny McCollum (P/C) <i>Belinda Sperry</i>
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DATE (MM/DD/YYYY)
11/25/2015

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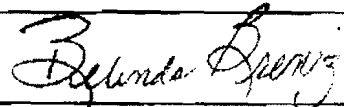
PRODUCER Hawkins Insurance Group Insurance Midwest Inc. PO Box 100, 103 S First Edina, MO 63537-0100 Danny McCollum (P/C)	CONTACT NAME: Danny McCollum (P/C)	
	PHONE (A/C, No, Ext): 660-397-2251 FAX (A/C, No): 660-397-2320 E-MAIL ADDRESS: drmccollum@charter.net	
INSURED Commercial & Restaurant Equip DBA: CARE Sales & Service PO Box 2005 Camdenton, MO 65020	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Western Group	
	INSURER B:	
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A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPA3086639 20	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

10th

day of

December 20 15

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

Now on this day the County Commission of the County of Boone does hereby award bid 66-27OCT15 – Generator Inspection Services Term and Supply to Cummins Mid-South, L.L.C.

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

Done this 10th day of December, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

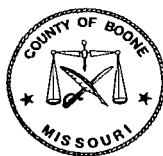
Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

590-2015

Boone County Purchasing

Jacob M. Garrett
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett, Buyer
DATE: December 1, 2015
RE: 66-27OCT15 – Generator Inspection Services Term and Supply

66-27OCT15 – Generator Inspection Services Term and Supply opened on October 27, 2015. Seven bids were received and Facilities Maintenance, Sheriff Department and Public Works recommends award to Cummins Mid-South, L.L.C. for offering the lowest & best on cost and prior experience.

This is a term and supply contract and invoices will be paid from the following:

Department 6100 – Facilities and Grounds Maintenance, account 60200 – 71100 – Outside Services. Budgeted \$4,160.00
Department 1256 – Sheriff and Corrections Building Maintenance, account 60200 – Equipment Repairs / Maintenance. Budgeted \$15,611.00
Department 2040 – Public Works Maintenance Operations, account 71100 – Outside Services. Budgeted \$860.00 for Quarterly Inspections and \$395.00 yearly.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities Maintenance
Gary German, Sheriff's Department
Greg Edington, Public Works Department
Bid File

**PURCHASE AGREEMENT
FOR
Generator Inspection Services**

THIS AGREEMENT dated the 10th day of December 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cummins Mid-South, L.L.C.** 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 **Generator Inspection Services**, County of Boone Request for Bid number **66-27OCT15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **October 23, 2015** and executed by **Doug Belshe**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **January 01, 2016** and extend through **December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Emergency Response Time - Emergency requests require an *initial response* from Contractor within a *one hour period*. Contractor shall respond within two hour period to any and all service requests which are designated as *emergency repair*. (Non-emergency requests require an *initial response* from Contractor within a *two hour period*.) Some emergency repairs may be at times other than normal working hours. Vendor should be in a position to be available on a twenty four (24) hour basis for such emergency work.

5. Billing and Payment - All billing shall be invoiced to the Correct Boone County Department as outlined by the original Request For Bid and billings 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 are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

CUMMINS MID-SOUTH, L.L.C.
 by Douglas Debb
 title Service Manager
 address 5221 Hwy 763
Columbia, Mo 65202

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

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
[Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

6100, 2040, 1256/71100/60200 Term/Supply

[Signature] by jo 12/02/2015
 Signature Date Appropriation Account

AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo

County of Shelby)
)ss
State of Tennessee)

My name is Mark Whitehead. I am an authorized agent of Cummins Mid-South, LLC (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

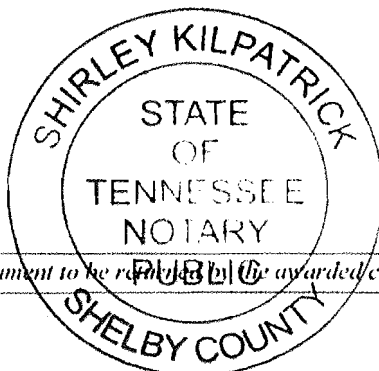
NAME OF PROJECT: Generator Inspection Services

Mark Whitehead 11-25-15
Alliant Date

Mark Whitehead
Printed Name

Subscribed and sworn to before me this 25th day of November, 2015.

Shirley Kilpatrick
Notary Public



Note: This document to be returned to Public Bid by awarded contractor at project completion.

My Commission Exp. March 7, 2017

SECTION 00620 - AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of Shelby

State of Tennessee, personally came and appeared Mark Whitehead

CFD of the Cummins Mid-South, LLC
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. ²² issued by the Department of Labor and Industrial Relations, State of Missouri on the

10th day of March, 2015 (year), in carrying out the contract and work in connection with _____

(Name of Project)

located at _____ in _____ County,

(Name of Institution)

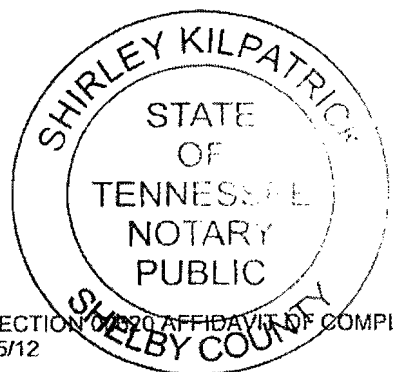
Missouri, and completed on the _____ day of _____, _____ (year).

Mark Whitehead
(Signature)

Subscribed and sworn to me this 14th day of October, 2015 (year).

My commission expires March 7, 2017 (year).

Shirley Kilpatrick
NOTARY PUBLIC



My Commission Exp. March 7, 2017

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: Cummins Mid-South
- 4.2. Address: 5221 Hwy 763
- 4.3. City/Zip: Columbia, Missouri 65202
- 4.4. Phone Number: 573-449-3711
- 4.5. Fax Number: 573-449-3712
- 4.6. E-mail: douglas.belshe@cummins.com
- 4.7. Federal Tax ID: 62-1785987

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. **PRICING** - Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. Transportation shall not be billed or compensated separately. In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. **Bidder's must be able to complete entire grid.**

	LOCATION	A. Quarterly Inspection, Each	Qty	B. Total, Quarterly Inspections (Ax4)	C. Annual Inspection	Total All Inspections (B+C)	Annual Load Test
4.8.1.	GOVERNMENT CENTER	\$ 195.00	4	\$ 780.00	\$ 195.00*	\$ 975.00	\$ 352.00
4.8.2.	JUVENILE JUSTICE CENTER	\$ 195.00	4	\$ 780.00	\$ 120.00*	\$ 900.00	\$ 340.00
4.8.3.	BOONE COUNTY JAH (GENERATOR 1)	\$ 195.00	4	\$ 780.00	\$ 360.00*	\$ 1140.00	\$ 502.00
4.8.4.	BOONE COUNTY JAH FUEL STATION (GENERATOR 2)	\$ 125.00	4	\$ 500.00	\$ 100.00*	\$ 600.00	\$ 255.00

4.8.5.	BOONE COUNTY PUBLIC WORKS	\$ 195.00	4	\$ 780.00	\$ 430.00*	\$ 1210.00	\$ 502.00
4.8.6.	BOONE COUNTY COURTHOUSE	\$ 195.00	4	\$ 780.00	\$ 120.00*	\$ 900.00	\$ 352.00
4.8.7.	GRAND TOTAL (COLUMN: ALL INSPECTIONS B + C)					\$ 5725.00	

*Assuming Annual Service is done in conjunction with Quarterly Service

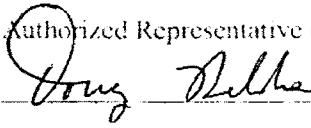
4.8.5.	Rental Equipment			0	% over cost	20% DISCOUNT on Generator rental with an Active Service Agreement.	
4.9.	Repairs					Non-Prevailing Wage (Routine Maintenance)	Prevailing Wage (major repairs)
4.9.1.	Head Mechanic	\$ 90.00	hour	\$ 112.50	hour		
4.9.2.	Assistant Mechanic	\$ 90.00	hour	\$ 112.50	hour		
4.9.3.	Percentage over Cost for Repair Parts			25**	% over cost	**City/County Fleet Discounts Already in place on Cummins, Onan & Fleetguard Filtration products No markup beyond this pricing on these products	

4.10.	Renewal Percentages for Inspections Non-Prevailing Wage Maintenance Work						
	Maximum % Increase 2 nd Contract Period:	3 %					
4.10.1.	Maximum % Increase 3 rd Contract Period:	3 %					
	Maximum % Increase 4 th Contract Period:	3 %					

4.11 **WORK AUTHORIZATION CERTIFICATION** - If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

4.12 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

4.13 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.

4.13.1. Authorized Representative (Sign By Hand):


4.13.2. Type or Print Signed Name:
 Doug Belshe

Today's Date: Oct 23, 2015

Jacob Garrett - Bid 66-27OCT27 - Generator Maintenance

From: Douglas Belshe <douglas.belshe@cummins.com>
To: "jgarrett@boonecountymo.org" <jgarrett@boonecountymo.org>
Date: 10/27/2015 11:15 AM
Subject: Bid 66-27OCT27 - Generator Maintenance
Attachments: Boone Co Bid - Revised.pdf

Good Morning Jacob! I spoke with Melinda earlier. I dropped off a bid for the above yesterday, but realized last night that I forgot to refigure the Grand Total after I made some last minute adjustments. All the other totals are the same. If you could put this in place of the one I dropped off, I would appreciate it.

Doug Belshe
Service Manager

Cummins Mid-South, LLC
5221 Hwy 763 N
Columbia, Missouri 65202

573-449-3711
573-449-3712 (fax)
573-489-4061 (cell)
douglas.belshe@cummins.com



Mid-South

October 23, 2015

Boone County Proposal for Standby Generator Maintenance

- ***Authorized Onan Distributor*** – Cummins Mid-South is the Cummins Onan Distributor for Central Missouri
- ***Local Service & Support*** – Maintained out of our Columbia Store
- ***Fleet Discounted Parts Pricing*** – through existing City & County cooperative agreements Cummins, Onan & Fleetguard filter products are already discounted.
- ***Rental Generators Available*** – we maintain a Rental Generator Fleet from 30KW-2MW to assure power when you need it
- ***20% Discount on Generator Rental w/ and active Service Agreement***
- ***24/7 Service Support*** – typical response time of 2hrs or less
- ***All Technicians are Factory Trained and Certified***
- ***Stocked Service Trucks to Minimize Downtime***
- ***Other Services Available – Fuel & Oil Sampling, Thermal Imaging of key electrical components, Fuel Tank Cleaning & Fuel Conditioning.***

4. Revised Response Form

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- 4.7.1. Corporation
- Partnership - Name _____
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4.8. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. Transportation shall not be billed or compensated separately. In addition, the bidder must provide an hourly labor rate for repairs as well as a ‘cost plus’ percentage for parts. **Bidder’s must be able to complete entire grid.**

	LOCATION	A. Quarterly Inspection, Each	Qty	B. Total, Quarterly Inspections (Ax4)	C. Annual Inspection	Total All Inspections (B+C)	Annual Load Test
4.8.1.	GOVERNMENT CENTER	\$ 195.00	4	\$ 780.00	\$ 195.00*	\$ 975.00	\$ 352.00
4.8.2.	JUVENILE JUSTICE CENTER	\$ 195.00	4	\$ 780.00	\$ 120.00*	\$ 900.00	\$ 340.00
4.8.3.	BOONE COUNTY JAIL (GENERATOR 1)	\$ 195.00	4	\$ 780.00	\$ 360.00*	\$ 1140.00	\$ 502.00
4.8.4.	BOONE COUNTY JAIL FUEL STATION (GENERATOR 2)	\$ 125.00	4	\$ 500.00	\$ 100.00*	\$ 600.00	\$ 255.00

4.8.5.	BOONE COUNTY PUBLIC WORKS	\$ 195.00	4	\$ 780.00	\$ 430.00*	\$ 1210.00	\$ 502.00	
4.8.6.	BOONE COUNTY COURTHOUSE	\$ 195.00	4	\$ 780.00	\$ 120.00*	\$ 900.00	\$ 352.00	
4.8.7.	GRAND TOTAL (COLUMN: ALL INSPECTIONS B + C)	*Assuming Annual Service is done in conjunction with Quarterly Service				\$ 5900.00		

4.8.8. Rental Equipment 0 % over cost 20% DISCOUNT on Generator rental with an Active Service Agreement.

4.9.	Repairs	Non-Prevailing Wage (Routine Maintenance)	Prevailing Wage (major repairs)
4.9.1.	Head Mechanic	\$ 90.00 /hour	\$ 112.50 /hour
4.9.2.	Assistant Mechanic	\$ 90.00 /hour	\$ 112.50 /hour
4.9.3.	Percentage over Cost for Repair Parts	25** % over cost <small>**City/County Fleet Discounts Already in place on Cummins, Onan & Fleetguard Filtration products. No markup beyond this pricing on these products.</small>	

4.10.	Renewal Percentages for Inspections Non-Prevailing Wage Maintenance Work		
	Maximum % Increase 2 nd Contract Period: <u>3</u> %		
4.10.1.	Maximum % Increase 3 rd Contract Period: <u>3</u> %		
	Maximum % Increase 4 th Contract Period: <u>3</u> %		

4.11. **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

4.12. 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

4.13. 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.

4.13.1. Authorized Representative (Sign By Hand):


4.13.2. Type or Print Signed Name:
Doug Belshe Today's Date: Oct 23, 2015



BOONE COUNTY, MISSOURI
Request for Bid #: 66-27OCT15 – Generator Inspection Services

ADDENDUM # 1 - Issued October 9, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror'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) Generators may be inspected prior to submitting a bid by contacting the following to set an appointment:

- a. For the Roger B Wilson Boone County Government Center, Robert L. Perry
Juvenile Justice Center, Boone County Courthouse**

- Bob Davidson, Facilities Maintenance Manager
Phone: (573) 886-4401
bdavidson@boonecountymo.org

- b. For the Boone County Jail**

- Captain Gary German
Phone: (573) 875-1111
ggerman@boonecountymo.org

- c. For Public Works**

- Greg Edington, Assistant Manager, Road Maintenance Operations
Phone: (573) 449-8515
E-mail: gedington@boonecountymo.org

- 2) The County has received the following question and providing the response below:

- a.** Technical Specification 2.3.1.19 states "Test run generator (under load for 20 minutes) to check operational status of instruments. This is required on all quarterly inspections.

Primary Specification 2.1.3 states that the contractor shall test load generators at the five buildings outside of normal business hours 7:30 am – 5:00 pm.

Question: After reading both specifications, does this mean that all quarterly inspections will be bid on overtime hours since the generator test can only be done after hours?

Response: Maintenance crew actually runs the unit under load each quarter, after 7:30 p.m. at night. Generator Service will run for 20 minutes, not under load, to make sure it is running properly. The annual load test can be completed during the day with a load bank on a trailer.

By: Jacob M. Garrett By W. L. S. H.
Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid# **66-27OCT15 – Generator Inspection Services** for Boone County receipt of which is hereby acknowledged:

Company Name: Cummins Mid-South

Address: 5221 Hwy 763, Columbia, MO

Phone Number: 573-448-3711 Fax Number: 573-448-3712

E-mail: douglas.lelshe@cummins.com

Authorized Representative Signature: Doug Lelshe Date: 10-23-15

Authorized Representative Printed Name: Doug Lelshe



BOONE COUNTY, MISSOURI
Request for Bid #: 66-27OCT15 – Generator Inspection Services

ADDENDUM # 2 - Issued October 9, 2015

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

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

- 1) Replace the *Response Form* with the attached *Revised Response Form*
- 2) **Labor Rates:** Work performed under this contract will be subject to Prevailing Wage rates for major repair work. Routine maintenance work will not be subject to prevailing wage rates. For the initial contract period, Prevailing Wage Order Number 22 is in effect throughout the initial contract period. For future renewal periods, the prevailing wage in effect at the start of the renewal period shall be used for that renewal period.

2.1. *Major Repairs* are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are *major repairs*. Any questions regarding *major repairs* should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is not subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance.

- 3) **Wage Rates**

3.1. *Major Repair* work from this contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.

3.2. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

3.3. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.

3.4. **Prevailing Annual Wage Order Number 22** is attached for the initial contract period. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash Street, Columbia, MO 65201. Or e-mail: mboobbitt@boonecountymo.org or call (573) 886-4391.

By: Jacob M. Garrett By Doug Belshe
Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Bid# **66-27OCT15 – Generator Inspection Services** for Boone County receipt of which is hereby acknowledged:

Company Name: Cummins Mid-South

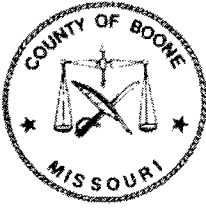
Address: 5221 Hwy 763, Columbia, Missouri 65202

Phone Number: 573-449-3711 Fax Number: 573-449-3712

E-mail: douglas.belshe@cummins.com

Authorized Representative Signature: Doug Belshe Date: 10-23-15

Authorized Representative Printed Name: Doug Belshe



BOONE COUNTY, MISSOURI
Request for Bid #: 66-27OCT15 – Generator Inspection Services

ADDENDUM # 3 - Issued October 13, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror'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 has received the following question and providing the response below:

a. Technical Specification 2.3.1.19 states "Test run generator (under load for 20 minutes) to check operational status of instruments. This is required on all quarterly inspections.

Primary Specification 2.1.3 states that the contractor shall test load generators at the five buildings outside of normal business hours 7:30 am – 5:00 pm.

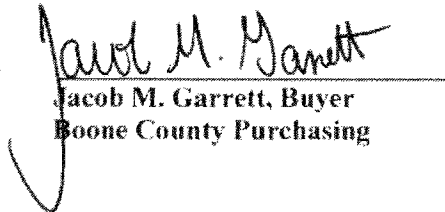
Question: Is the annual load test a load bank test or a building load test? If it is a load bank test, how long will the generator be tested for?

Response: The annual load test is a load bank test. The load bank test is not less than 50% of the EPS nameplate kW rating or 30 continuous minutes and at not less than 75% of the EPS nameplate kW rating for one continuous hour for a total test duration of not less than 1.5 continuous hours.

Question: Can the annual load test be completed during the day with a load bank on a trailer? Please verify if the 20 minute load test is at the time of the quarterly pm inspections during the day or after hours?

Response: Yes the annual load test can be completed during the day using a load bank trailer. We have our own Facility Maintenance Crew do the 20 minute load test for the quarterly inspections.

By:



Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Bid# **66-27OCT15 – Generator Inspection Services** for Boone County receipt of which is hereby acknowledged:

Company Name: Cummins Mid-South

Address: 5221 Hwy 763, Columbia, MO

Phone Number: 573-449-4061 Fax Number: 573-449-3712

E-mail: douglas.belshe@cummins.com

Authorized Representative Signature:  Date: 10-23-15

Authorized Representative Printed Name: Doug Belshe

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Cole County Public Works
Address: 5055 Monticello Rd, Jefferson City, Missouri

Contact Name: Pat Case
Telephone Number: 573-636-3614

Date of Contract: March 2014
Length of Contract: 5 years

Description of Prior Services (include dates): Emergency Service during outage (Dec 2013, throughout 2014), Preventative Maintenance (2014 & 2015), Long-term Maintenance Plan, New Transfer Switch Startup (Aug 2015).

2. Prior Services Performed for:

Company Name: University of Missouri Womens & Childrens Hospital
Address: Keene St, Columbia, Missouri

Contact Name: Dave Moore
Telephone Number: 573-499-6205

Date of Contract: Aug 2013 for most recent, but prior contracts date back to 2007
Length of Contract: 4 years

Description of Prior Services (include dates): Preventative Maintenance (2014 & 2015), Major Repairs 2007-2015, Loadbanks (2014 & 2015), Rentals, Emergency Services, Transfer Switch Replacement (2014). Also take care of main Hospital.

3. Prior Services Performed for:

Company Name: Golden Living Centers of Missouri
Address: Wellsville, Mexico, Jefferson City, Glasgow & St James

Contact Name: Ron Cossey
Telephone Number: 573-684-2002

Date of Contract: 2009-present
Length of Contract: 6 years

Description of Prior Services (include dates): Preventative Maintenance (Semi-Annual), Loadbanking, Emergency Support.

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

County of Shelby)
State of Tennessee) ss

My name is Mark Whitehead. I am an authorized agent of Cummins Mid-South, LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached 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.

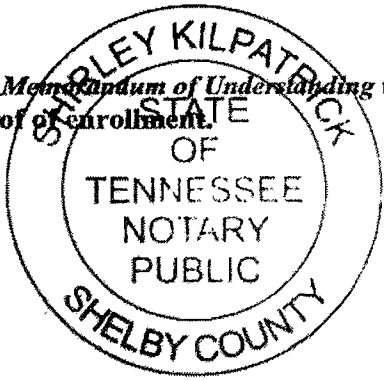
Mark Whitehead 21-Oct-15
Affiant Date

Mark Whitehead
Printed Name

Subscribed and sworn to before me this 21st day of October, 2015.

Shirley Kilpatrick
Notary Public

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.



My Commission Exp. March 7, 2017

(Please complete and return with Contract)

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

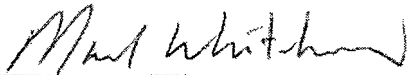
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Mark Whitehead, CFO

Name and Title of Authorized Representative



Signature

21-Oct-15

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2015

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

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

PRODUCER Aon Risk Services Northeast, Inc. 1660 W. 2nd Street, Suite 650 Cleveland, OH 44113	CONTACT NAME: A. I. King Insurance Agency, Inc. PHONE (A/C, No, Ext): 317-841-6004 FAX (A/C, No): 317-841-6006 E-MAIL ADDRESS: richard@aikinginsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td></td> <td>24147</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td></td> <td>19437</td> </tr> <tr> <td>INSURER D : American Zurich Insurance Company</td> <td></td> <td>40142</td> </tr> <tr> <td>INSURER E : Ace American Insurance Company</td> <td></td> <td>22667</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Old Republic Insurance Company		24147	INSURER B : Zurich American Insurance Company		16535	INSURER C : Lexington Insurance Company		19437	INSURER D : American Zurich Insurance Company		40142	INSURER E : Ace American Insurance Company		22667	INSURER F :	
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INSURER F :																					
INSURED Cummins Inc. 500 Jackson Street Mail Code 60805 Columbus IN 47201-6258																					

COVERAGES **CERTIFICATE NUMBER: 26988729** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MWZY 302202-14	12/1/2014	12/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Phy Damage <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		BAP 9373582-11	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ Self Insured
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	62785312	12/1/2014	12/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC 9373580-10	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Property Leased/Rented Equipment			FAZD38482646 FAZD38482646	8/1/2015 8/1/2015	8/1/2016 8/1/2016	Limit: \$10,000,000 Special Form including Earthquake & Flood Limit: \$25,000,000

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

ADDITIONAL NAMED INSURED: Cummins Mid-South, LLC.
 ADDITIONAL INSURED: Boone County with respect to all policies listed above.
 A thirty (30) day written notice of cancellation applies. All insurance is on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

CERTIFICATE HOLDER Boone County 613 E. Ash Street, Room 111 Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Trakimas
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations as required by contract or agreement

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

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

Endorsement Effective:	Countersigned By: <div style="text-align: right;">(Authorized Representative)</div>
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):
CUMMINS, INC.

Boone County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Endorsement #24

This endorsement, effective 12:01 A.M. 1st December, 2014 forms a part of Policy No. 62785312

issued to: Cummins Inc.

by: AIG Europe Limited

Policy Amendment Endorsement

It is hereby understood and agreed that Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional subparagraph:

8. Any person or organization to whom you become obligated to include as an additional **Insured** under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, including **Your Work** and **Your Product**, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - a. The coverages and Limits of Insurance of this policy, or
 - b. The coverage and Limits of Insurance required by said contract or agreement.

However, no such person or organization is an **Insured** by virtue of this provision 8. of this Paragraph M. of Section VII. if such person or organization is a partnership, joint venture or limited liability company of which the **Named Insured** is a partner or member, or is a partner or member of such partnership, joint venture or limited liability company.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (In States where applicable)



Jacob Garrett - RE: 66-27OCT15 - Generator Inspection Service Term and Supply

From: Douglas Belshe <douglas.belshe@cummins.com>
To: Jacob Garrett <jgarrett@boonecountymo.org>
Date: 11/3/2015 3:15 PM
Subject: RE: 66-27OCT15 - Generator Inspection Service Term and Supply

You should have a response in 1 hr or less, and usually have a tech on site in 2 hrs or less in an emergency.

Doug Belshe

Service Manager

Cummins Mid-South, LLC
5221 Hwy 763 N
Columbia, Missouri 65202

573-449-3711
573-449-3712 (fax)
573-489-4061 (cell)
douglas.belshe@cummins.com

From: Jacob Garrett [mailto:jgarrett@boonecountymo.org]
Sent: Tuesday, November 03, 2015 3:09 PM
Subject: RFB: 66-27OCT15 - Generator Inspection Service Term and Supply

Hello,

The County of Boone has the following question regarding RFB: 66-27OCT15 - Generator Inspection Service Term and Supply.

What is your emergency response time when the County calls you for a service request which is designated as emergency repair?

Jacob M. Garrett
Buyer
Boone County Purchasing Dep.
613 E. Ash St. Room 111
Columbia, MO 65201
JGarrett@boonecountymo.org
Phone: 573-886-4393
Fax: 573-886-4390



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390
Email: JGarrett@boonecountymmo.org

Bid Data

Bid Number: **66-27OCT15**
Commodity Title: **Generator Inspection Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, OCTOBER 27, 2015**
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 111
Columbia, MO 65201**

Directions: **The Boone County Annex Building is located at corner of 7th & Ash Street.**

Bid Opening

Day / Date: **TUESDAY, OCTOBER 27, 2015**
Time: **1:30 P.M. C.T.**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street, Room 111
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**
 - E-Verify Documents**
 - Instructions for Compliance with House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Affidavit**
 - Work Authorization Certification**
 - Certification Regarding Debarment**
- Exhibit A **Prior Experience**
 - 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. A "Request for Bid" is used when the need is well defined. A "Request 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. **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 **Generator Inspection Services** for various Boone County facilities.
- 2.1.1. The contractor shall provide all generator inspection services in accordance with any and all laws, regulations codes and standards relating to the services required in this bid request.
- 2.1.2. **Locations and Generator information:** The contractor shall inspect and/or service generators at the following locations:
- Roger B Wilson Boone County Government Center – 801 E. Walnut, Columbia, MO 65201. **Generator:** Kohler, **Model:** 50R0ZJ71, **Serial Number:** 356743, **Engine:** John Deere, **Engine Model:** 4039TF, **Engine Serial:** CD4039T170486, **Fuel:** Diesel, **Date Installed:** 1993.
 - Robert L. Perry Juvenile Justice Center – 5665 N Roger Wilson Memorial Drive, Columbia, MO 65202. **Generator:** Kohler, **Model:** 35HZ82, **Serial Number:** 355479, **Engine:** Ford, **Engine Model:** CSG-64916005-F, **Engine Serial:** 06236 A-27RA, **Fuel:** NG/Propane, **Date Installed:** 1994.
 - Boone County Jail – 2121 County Drive, Columbia, MO 65202 (There are 2 generators at this location). **Generator 1:** Kohler, **Model:** 300R07D81, **Serial Number:** 265096, **Engine:** 9.21 Detroit, **Engine Model:** 80637416, **Engine Serial:** 06VF178979, **Fuel:** Diesel, **Date Installed:** 1991. **Generator 2:** Kohler, **Model:** 10RY62, **Serial Number:** 266218, **Engine:** Ford, **Engine Model:** JNA-1751-LBA, **Engine Serial:** 04287L-06-RM, **Fuel:** Propane, **Date Installed:** ?.
 - Public Works – 5551 Tom Bass Road South, Columbia, MO 65201. **Generator:** Generac, **Model:** 8734780100, **Serial Number:** 2095232, **Engine:** John Deere, **Engine Model:** 6135HF485, **Engine Serial:** RG6135L01614, **Fuel:** Diesel, **Date Installed:** 2008.
 - Boone County Courthouse – 705 E. Walnut, Columbia, MO 65201. **Generator:** Onan, **Model:** 60EN L, **Serial Number:** H91041675, **Engine:** Ford, **Engine Model:** LSG-6751-6005-1, **Engine Serial:** 08978 K-25-RG, **Fuel:** NG, **Date Installed:** 1993.
- 2.1.3. **Hours of Work:** The contractor shall inspect the generators at the Boone County Jail, Boone County Public Works Building, Robert L. Perry Juvenile Justice Center, Roger B Wilson Boone County Government Center and Boone County Courthouse during normal business hours. The contractor shall test load the generators at the Boone County Jail, Boone County Public Works Building, and the Robert L. Perry Juvenile Justice Center, Roger B Wilson Boone County Government Center and Boone County Courthouse outside of normal business hours 7:30 A.M. – 5:00 P.M. The contractor must schedule all inspections and/or repairs with the appropriate designee.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from **January 1, 2016 through December 31, 2016**, and may be automatically **renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. 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.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **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 third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **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.
- 2.2.5. **Quantity** - The quantity of services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. The County reserves the right to add, delete, or change the service required at any time during the term of the contract.

- 2.2.6. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **TECHNICAL SPECIFICATIONS** – The contractor shall provide generator inspection services in accordance with the following specifications:
- 2.3.1. The contractor shall perform four (4) quarterly inspections of all generators at the locations listed above. The quarterly inspections must include the following:
- 2.3.1.1. Adjust and clean ignition components,
 - 2.3.1.2. Check oil level in mechanical governors, fill to capacity,
 - 2.3.1.3. Lubricate linkages on mechanical governors or electronic actuator,
 - 2.3.1.4. Check engine antifreeze solution, fill to capacity,
 - 2.3.1.5. Check all fluid hoses for leaks and pliability,
 - 2.3.1.6. Clean sediment in bowl type fuel strainers,
 - 2.3.1.7. Check entire unit for fuel, oil, and antifreeze leakage,
 - 2.3.1.8. Adjust all drive (fan, alternator, water pump, governor, etc.) belts,
 - 2.3.1.9. Clean and refill oil bath type air cleaner-remove dust from dry element types,
 - 2.3.1.10. Check engine starter and charging alternator operations,
 - 2.3.1.11. Check AC and/or DC brushes (where applicable) for proper setting and wear,
 - 2.3.1.12. Add water, clean and grease posts on service engine cranking battery(ies),
 - 2.3.1.13. Load test battery(ies),
 - 2.3.1.14. Check battery charger operations, recalibrate,
 - 2.3.1.15. Clean collector rings,
 - 2.3.1.16. Clean static excitor,
 - 2.3.1.17. Check solid state circuits, rotating diodes, and rectifiers,
 - 2.3.1.18. Clean normal dust deposits from generator,
 - 2.3.1.19. Test run generator (under load for 20 mins.) to check operational status of instruments,
 - 2.3.1.20. Check voltage regulator output; adjust output voltage and frequency,
 - 2.3.1.21. Test all safety shut-down devices incorporated on unit such as low oil pressure, high coolant or air temperature, low coolant level, and over speed, and
 - 2.3.1.22. Check automatic transfer switch for proper voltage at contactor.
 - 2.3.1.23. The contractor must submit written quarterly field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
- 2.3.2. The contractor must complete one (1) annual inspection of the generators at the locations listed above in accordance with the following:
- 2.3.2.1. Clean and apply corrosion inhibitors to lead acid battery terminals,
 - 2.3.2.2. Inspect and tighten starter motor(s) connection and wiring,
 - 2.3.2.3. Obtain engine oil sample for analysis,
 - 2.3.2.4. Change oil filters,
 - 2.3.2.5. Change engine oil,
 - 2.3.2.6. Clean primary fuel filter (if screen type),
 - 2.3.2.7. Drain water and sediment from day tank,
 - 2.3.2.8. Replace primary and secondary fuel filter elements,
 - 2.3.2.9. Inspect and lubricate governor linkages,
 - 2.3.2.10. Replace coolant filter,
 - 2.3.2.11. Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom,
 - 2.3.2.12. Inspect generator strip heater,
 - 2.3.2.13. Lubricate generator bearing with bearing lubricant for high speed applications,
 - 2.3.2.14. Inspect turbocharger compressor and turbine wheels, and
 - 2.3.2.15. Check turbocharger shaft and play.
 - 2.3.2.16. The contractor must submit written annual field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
- 2.3.3. The contractor is responsible for the costs associated with all parts, fluids, filters, hazardous waste

removal, and related supplies used to complete the inspections and/or tests.

- 2.3.4. **Repair Work:** The contractor shall perform repair work as needed and must provide standard tools of the trade. The contractor must submit a cost estimate to the Facilities Maintenance Manager based on the labor and repair parts cost submitted with this bid. The contractor shall obtain approval from the Facilities Maintenance Manager prior to beginning any repair work.
- 2.3.5. **Repair Parts:** The contractor shall supply any necessary repair parts on a cost plus basis. The contractor **must** provide receipts for the parts purchased.
- 2.3.6. **Rental Equipment:** The contractor shall furnish rental equipment at standard rates plus a percentage. The contractor shall provide rental tickets showing the actual rental rate.
- 2.3.7. **Transportation:** The contractor shall provide all transportation to and from the jobsite. The contractor shall bring all materials and tools needed to complete the project. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. Transportation shall not be billed or compensated separately.
- 2.3.8. **Safety:** The contractor shall follow OSHA regulations for the protection of workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.
- 2.3.9. **Final Inspection and Approval:** The contractor shall request the Facilities Maintenance Manager to conduct an inspection after all work is complete. Final approval is contingent upon the Facilities Maintenance Manager's final inspection.
- 2.3.10. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.4. **Special Conditions and Requirements**
 - 2.4.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the Facilities Maintenance Manager.
 - 2.4.2. **Contractor Qualifications and Experience:** The Contractor to whom a Generator Inspection Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
 - 2.4.3. **Invoices:** Invoices must be submitted to the Facilities Maintenance Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.
 - 2.4.3.1. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.5. **Contractor's Insurance:**
 - 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.5.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.5.3. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this

contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.5.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage's. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption Letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from unauthorized use of such project exemption certificates.

- 2.9. **LIABILITIES, RIGHTS AND REMEDIES** - The Contractor shall agree that the County shall not be responsible for any liability incurred by the Contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract. No provision in this document or in the Contractor's response shall be construed, expressly or implied, as a waiver by the County of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the Contractor. The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save and hold harmless the County, including its' officers, agents, employees and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the County, including its officers, agents, employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the County, including its' agencies, employees or assigns.
- 2.10. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.11. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it's their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.12. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work. The bidder may contact Bob Davidson, Facilities Maintenance Manager, at (573) 886-4401 to schedule an inspection of the equipment prior to bid submission.

- 2.13. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Jacob M. Garrett, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Phone: (573) 886-4393; Fax: (573) 886-4390; or Email: JGarrett@boonecountymmo.org.
- 2.14. **Pricing** – Contract will be awarded based on the firm, fixed prices outlined on the attached Response Form for the initial period ending on December 31, 2016. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.

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** - If you wish to be advised of the outcome of this Bid, visit our web site at www.showmeboone.com. Along the left side of the page, select "Purchasing". Bids/RFPs, Bid Tabulations and our Awards' spreadsheet are posted on our web site.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-mail: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation _____

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. Transportation shall not be billed or compensated separately. In addition, the bidder must provide an hourly labor rate for repairs as well as a ‘cost plus’ percentage for parts. **Bidder’s must be able to complete entire grid.**

	Location	A. Quarterly Inspection, Each	Qty	B. Total, Quarterly Inspections (Ax4)	C. Annual Inspection	Total All Inspections (B+C)	Annual Load Test
4.8.1.	Government Center	\$	4	\$	\$	\$	\$
4.8.2.	Juvenile Justice Center	\$	4	\$	\$	\$	\$
4.8.3.	Boone County Jail (Generator 1)	\$	4	\$	\$	\$	\$
4.8.4.	Boone County Jail Fuel Station (Generator 2)	\$	4	\$	\$	\$	\$
4.8.5.	Boone County Public Works	\$	4	\$	\$	\$	\$
4.8.6.	Boone County Courthouse	\$	4	\$	\$	\$	\$
4.8.7.	GRAND TOTAL			\$			
4.8.8.	Rental Equipment						% over cost
4.9.	Repairs						

4.9.1.	Head Mechanic	\$ _____ /hour
4.9.2.	Assistant Mechanic	\$ _____ /hour
4.9.3.	Percentage over Cost for Repair Parts	_____ % over cost
4.10.	Renewal Percentages	
4.10.1.	Maximum % Increase 2 nd Contract Period: _____ %	
	Maximum % Increase 3 rd Contract Period: _____ %	
	Maximum % Increase 4 th Contract Period: _____ %	

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must

- 4.11 complete the Work Authorization Certification Form attached hereto.
- 4.12. 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

4.13. 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.

4.13.1. Authorized Representative (Sign By Hand):

4.13.2. Type or Print Signed Name:

Today's 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*.

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

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____
_____ (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.

Affiant Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

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.

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(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

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

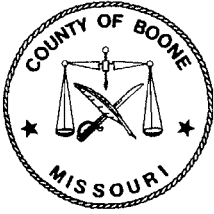
Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

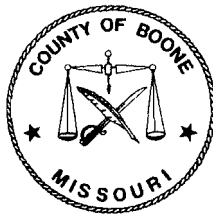
Standard Terms and Conditions

Jacob M. Garrett, Buyer
Phone: (573) 886- 4393 – Fax: (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – 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: 66-27OCT15 – Generator Inspection Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of December

20 15

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Findings of Fact and Conclusions of Law relative to a request by The Real Estate Investment LLC on behalf of Islamic School of Columbia, MO for a Day Care Center at 5210 S. Cowan Road, Columbia, MO with the condition that the Day Care Center enrollment is limited to 40 children.

Done this 10th day of December, 2015.

ATTEST:

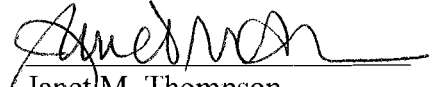
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: The Real Estate Investment LLC
on behalf of Islamic School of Columbia MO

ADDRESS: 5210 S Cowan Rd., Columbia, MO 65201

LEGAL DESCRIPTION: NE ¼ S4-T47N-R12W.

TAX PARCEL: 21-201-04-05-017.00

ZONING: R-S (Single Family Residential)

DATE APPROVED: 12/1/2015

CONDITIONAL USE: Day Care Center

CONDITIONS OF APPROVAL:

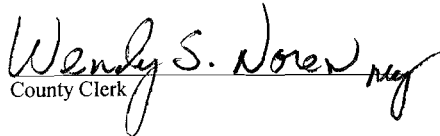
- Day Care Center enrollment is limited to 40 children.

VOID DATE: Void if not used for 12 month period.

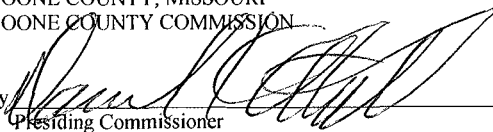
ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 12-10-15

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of December

20 15

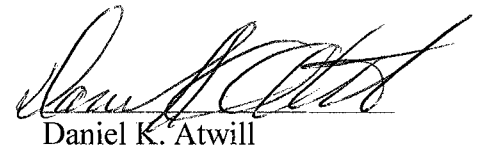
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached payroll calendar for FY 2016.

Done this 10th day of December, 2015.

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

2016 PAYROLL CALENDAR -

Payroll Requisition Due Date			Pay Date
		January	
1	Monday Jan 11		Friday Jan 15
2	Monday Jan 25		Friday Jan 29
		February	
3	Friday Feb 5	1 Lincolns Bday (02/12)	Thursday Feb 11
4	Monday Feb 22		Friday Feb 26
		March	
5	Monday Mar 7		Friday Mar 11
6	Monday Mar 21		Friday Mar 25
		April	
7	Monday April 4		Friday April 8
8	Monday April 18		Friday April 22
		May	
9	Monday May 2		Friday May 6
10	Monday May 16		Friday May 20
		June	
11	Friday May 27	2 Memorial Day (05/30)	Friday June 3
12	Monday June 13		Friday June 17
		July	
13	Monday June 27		Friday July 1
14	Monday July 11		Friday July 15
15	Monday July 25		Friday July 29
		August	
16	Monday Aug 8		Friday Aug 12
17	Monday Aug 22		Friday Aug 26
		September	
18	Friday Sept 2	3 Labor Day (09/05)	Friday Sept 9
19	Monday Sept 19		Friday Sept 23
		October	
20	Monday Oct 3		Friday Oct 7
21	Monday Oct 17		Friday Oct 21
		November	
22	Monday Oct 31		Friday Nov 4
23	Monday Nov 14		Friday Nov 18
		December	
24	Monday Nov 28		Friday Dec 2
25	Monday Dec 12		Friday Dec 16
26	Friday Dec 23	4 Christmas Day (12/25)	Friday Dec 30
1 Friday February 12 CLOSED Lincoln's B-Day 2 Monday May 30 CLOSED Memorial Day 3 Monday Sept 5 CLOSED Labor Day 4 Monday Christmas Day CLOSED Monday 12/26			
(2016 Payroll Calendar -excel)			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

10th

day of December

20 15

In the County Commission of said county, on the

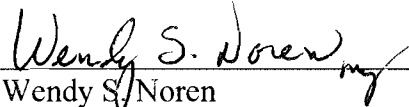
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the recommendation by the Job Classification Committee as follows:

- Effective January 1, 2016, reclassify the Human Resources & Risk Management Director position, Class Code #103100, from a Range 55 to a Range 65.

Done this 10th day of December, 2015.

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



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
801 E. WALNUT, SUITE 211
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

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

FROM: CJ Dykhouse, County Counselor

DATE: December 4, 2015

RE: Recommendation of the Job Classification Committee re: Human Resources & Risk Management Director pay range

The Job Classification Committee (JCC) met on December 4, 2015, to review and discuss the salary range of the Human Resources & Risk Management Director. The JCC unanimously¹ recommends the following to the Commission:

- Effective January 1, 2016, reclassify the Human Resources & Risk Management Director position (Class Code #103100) from a Range 55 to a Range 65.

The Job Classification Committee (JCC) concluded that Range 65 is appropriate in light of the additional duties and responsibilities assigned to the position in conjunction with the 2013 reorganization of the department and is needed to ensure internal equity.

Thank you, Commissioners.

¹ The JCC members present were June Pitchford, Dwayne Carey, and Dan Atwill. Wendy Noren communicated her support for this classification change in advance of the meeting to CJ Dykhouse who, in turn, communicated that support to the rest of the JCC at the meeting.