

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of May

20 17

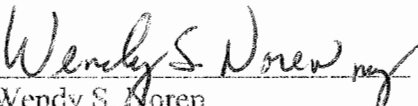
the following, among other proceedings, were had, viz:

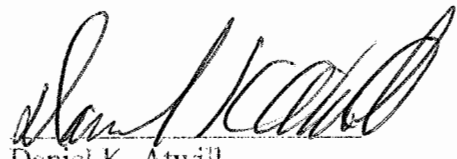
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance (NJPA) Cooperative Contract 051612-SYS to purchase FuelMaster equipment and software upgrades for fuel delivery systems for Public Works and Boone County Jail locations from Mid-State Petroleum Equipment Company located in Hallsville, 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 23rd day of May, 2017

ATTEST:

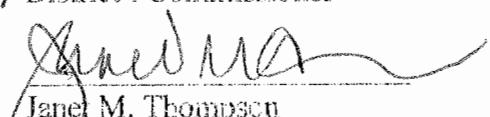

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Phil Fichter
Buyer

Columbia,



MO 65201

613 E. Ash, Room 111

Phone: (573) 886-4392

Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: May 12, 2017
RE: Contract Approval – 051613-SYS - FuelMaster Upgrade to Fuel Delivery System at Public Works and Sheriff Department

Boone County Public Works requests permission to purchase FuelMaster equipment and software upgrades for fuel deliver systems at the Public Works and Boone County Jail locations from Mid State Petroleum Equipment Company located in Hallsville Missouri utilizing National Joint Powers Alliance Cooperative Contract # 051612-SYS.

This upgrade includes the software upgrades, removal and replacement of integrated components of the existing fuel delivery systems, and training on upgraded system.

Total cost of contract is \$9,503.69. Invoices will be paid from Public Works Department 2040 – Maintenance Operations and account 92300 – Replacement Machinery and Equipment.

The budgeted amount for these upgrades is \$10,200.00

cc: Greg Edington, Public Works
File Copy

**PURCHASE AGREEMENT
FOR
FUELMASTER UPGRADES**

THIS AGREEMENT dated the 23rd day of May 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mid-State Petroleum Equipment, 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 Upgrades to Fuel Systems at Public Works and Sheriff's Department, **Mid-State Petroleum Equipment, Inc.** quotations dated 04/07/2017, the **National Joint Powers Alliance (NJPA) 0516130-SYS** documents with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the National Joint Powers Alliance (NJPA) **0516130-SYS** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. Vendor will supply and install necessary FuelMaster parts to perform upgrade.

3. Vendor will upgrade existing FuelMaster units.

4. Vendor will provide training on the new upgrades.

5. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following FuelMaster upgrades as follows:

	<u>Vendor Price</u>
<u>PUBLIC WORKS</u>	
Two (2) FMU-2500PLUS to FMU-2500PLUS (LRU)	\$ 3,050.00
Three (3) Network Cards	\$ 1,050.00
One (1) Software Update	\$ 350.00
One (1) Bracket for Deliberant	\$ 21.84
Two (2) POE Adapters	\$ 71.14
Equipment Total	\$ 4,542.98
NJPA Discount (10%)	\$ 454.29
Net Price	\$ 4,088.69
Miscellaneous Electrical	\$ 225.00
Freight On Equipment	\$ 150.00
Labor	\$ 1,300.00
PUBLIC WORKS TOTAL	\$ 5,763.69
<u>SHERIFF'S DEPARTMENT</u>	
One (1) FMU-2500PLUS to FMU-2500PLUS (LRU)	\$ 1525.00
One (1) Network Cards	\$ 350.00
One (1) Software Update	\$ 350.00
One (1) Deliberant, Wireless, Install Kid-Directional FMU & Building	\$ 525.00
Equipment Total	\$ 2,750.00
NJPA Discount (10%)	\$ 275.00
Net Price	\$ 2,475.00
Miscellaneous Electrical	\$ 75.00
Freight On Equipment	\$ 150.00

Labor	\$ 1,040.00
SHERIFF'S DEPARTMENT TOTAL	\$ 3,740.00
GRAND TOTAL	\$ 9,503.69

5. **Delivery** - Vendor agrees to deliver and install equipment within 25-30 days after receipt of order. Delivery shall be to Boone County Public Works and Sherriff's Department. Coordinate upgrade services and equipment deliveries with Greg Edington, Public Works, 573-449-8515, 5551 Tom Bass Rd., Columbia, MO 65201.

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

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

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.

MID-STATE PETROLEUM EQUIPMENT, INC.

BOONE COUNTY, MISSOURI

by *Ashua Williams*
 title Corp. Secretary

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
 County Counselor

Wendy S. Noren
 Wendy S. Noren, County Clerk

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

<u><i>Jane E. Pitchford</i></u>	5/15/17	2040-92300 - \$10,200
Signature <i>by off</i>	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
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.

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

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

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

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

Certificate Holder address:

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

Phil Fichter

From: Barbara Reker <Barbara.Reker@myfuelmaster.com>
Sent: Wednesday, April 19, 2017 9:15 AM
To: Phil Fichter
Cc: Diane Jarrett; Ron Zubairi
Subject: RE: FuelMaster 051613SYS - Quote Confirmation of pricing

Phil,

Thank you for the email. I just left you a voice message, too. I checked all the equipment pricing and it all looks to be in order. The only question I had was on the Terms upon acceptance of proposal, but I am assuming that this is in reference to their payment terms?

If you have additional questions or concerns, please don't hesitate to contact me.

Thanks again for the opportunity to continue to support you and Boone County. We appreciate your business!

Sincerely,
Barbara



Barbara Reker
Sales Support Specialist

800-888-9136 x1321 | F 850-877-9327
100 Four Points Way | Tallahassee FL 32305

MYFUELMASTER.COM

<http://www.njpacoop.org/njpaccess-vendors/njpa-vendor-video/>

From: Phil Fichter [mailto:PFichter@boonecountymo.org]
Sent: Tuesday, April 18, 2017 5:00 PM
To: Barbara Reker <Barbara.Reker@myfuelmaster.com>
Subject: FuelMaster 051613SYS - Quote Confirmation of pricing

Barbara:

We received the attached two (2) quotes from Mid-State Petroleum Equipment, Inc. and would like for you to verify the correct NJPA cooperative pricing on these quotes.



Camdenton • Columbia • Kansas City • Springfield • St. Louis
"Petroleum Handling Equipment"

April 7, 2017

#2
BOONE COUNTY PUBLIC WORKS
ATTN: GREG EDINGTON
5551 S. TOM BASS ROAD
COLUMBIA, MO 65201

Re: Quote #4464 – FuelMaster Upgrades
NJPA Contract 051613-SYS

The following is a Mid-State Petroleum Equipment, Inc. proposal to upgrade your current FuelMaster system.

Scope of Work

1. Mid-State Petroleum Equipment, Inc. will supply and install necessary FuelMaster parts to perform upgrades.
2. Mid-State Petroleum Equipment, Inc. will upgrade existing FuelMaster units.
3. Mid-State Petroleum Equipment, Inc. will provide training on the new upgrades.

Thank you for allowing us the opportunity to submit this proposal. If you have any questions regarding the proposal or need financial assistance regarding leasing programs, please feel free to give me a call at 1-800-999-3103. We appreciate your business.

Sincerely,

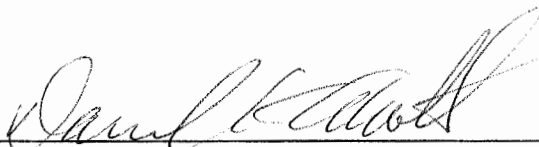
James Benson
Sales Representative
Mid-State Petroleum Equipment, Inc.



TERMS OF QUOTE #4464
NJPA Contract 051613-SYS

Terms: Upon acceptance of proposal - **\$2,881.85**
Net due day upon completion - **\$2,881.84**

The above terms have been explained by a Mid-State Petroleum Equipment, Inc. representative and I have accepted these terms.



Signature of the Customer

BOONE COUNTY, MISSOURI

Print Customer Name

Customer Purchase Order Number

Date



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"Petroleum Handling Equipment"

April 7, 2017

BOONE COUNTY PUBLIC WORKS
5551 S. TOM BASS ROAD
COLUMBIA, MO 65201

REFERENCE: Quote #4464 – FuelMaster Upgrades
NJPA Contract 051613-SYS

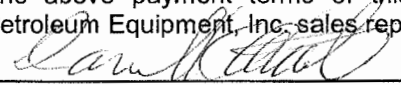
SALESMAN: James Benson

TO BE SHIPPED VIA OUR TRUCK, PREPAID

TERMS AND CONDITIONS:

See Cover Letter

The above payment terms of this contract have been thoroughly explained by Mid-State Petroleum Equipment, Inc. sales representative and terms hereby agreed to.

x 
Customer Signature

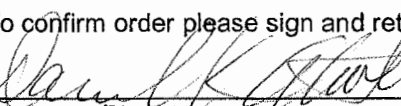
MSPE Sales Representative

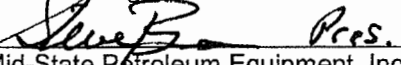
~~~~~  
All quotations are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control. Prices are based on the current cost of Labor and Materials and their availability. Should these change, MID-STATE PETROLEUM EQUIPMENT, INC. reserves the right to adjust its price accordingly.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either coverage or shortage not in excess of ten percent to be charged for pro rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller. All payments are due upon completion, unless prior arrangements have been made.

To confirm order please sign and return all pages of quotation

x   
Customer Signature

 Pres.  
Mid-State Petroleum Equipment, Inc.

Quote valid for 30 days

Date \_\_\_\_\_ Phone Number \_\_\_\_\_



**Material Quote**

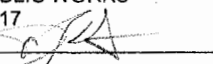
| Description                          | UNIT SELL         | NJPA DISCOUNT     |
|--------------------------------------|-------------------|-------------------|
| <b>POS Equipment</b>                 |                   |                   |
| 2 FMU-2500PLUS to FMU-2500PLUS (LRU) | \$3,050.00        | \$2,745.00        |
| 3 Network Card                       | \$1,050.00        | \$945.00          |
| 1 Software Updates                   | \$350.00          | \$315.00          |
| 1 Bracket for Deliberant             | \$21.84           | \$19.66           |
| 2 POE Adapter                        | \$71.14           | \$64.03           |
|                                      | <b>\$4,542.98</b> | <b>\$4,088.69</b> |
| <b>Electrical</b>                    |                   |                   |
| Miscellaneous Electrical             |                   | \$225.00          |

|                               |                   |
|-------------------------------|-------------------|
| <b>EQUIPMENT SUBTOTAL</b>     | <b>\$4,313.69</b> |
| <b>INSTALLATION SURCHARGE</b> | <b>\$0.00</b>     |
| <b>EQUIPMENT TOTAL</b>        | <b>\$4,313.69</b> |

**Installation Quote**

|                                 |                   |            |
|---------------------------------|-------------------|------------|
| <b>Rental &amp; Freight</b>     |                   |            |
| Freight On Equipment            |                   | \$150.00   |
| <b>Installation</b>             |                   |            |
| Labor                           |                   | \$1,300.00 |
| <b>TOTAL INSTALLATION QUOTE</b> | <b>\$1,450.00</b> |            |

|                                                     |                   |
|-----------------------------------------------------|-------------------|
| <b>EQUIPMENT TOTAL</b>                              | <b>\$4,313.69</b> |
| <b>INSTALLATION TOTAL</b>                           | <b>\$1,450.00</b> |
| <b>TOTAL QUOTE (INCLUDING ALL APPLICABLE TAXES)</b> | <b>\$5,763.69</b> |

QUOTE #4464  
BOONE COUNTY PUBLIC WORKS  
April 7, 2017  
CUSTOMER'S INITIALS   
Page 2

**GENERAL CONDITIONS:** Sales tax is included in the total. If union labor is required on the job, customer shall furnish such labor. Customer shall furnish all permits. Additional charges will be made for extra work caused by underground problems not made known to Mid-State Petroleum Equipment, Inc. prior to submitting this proposal, including but not limited to hidden rocks, cave-ins and excessive water (such extra work shall be paid by customer upon submission of Mid-State Petroleum Equipment, Inc.'s bill therefore and shall not be subject to the "Change Order Policy" mentioned below). Mid-State Petroleum Equipment, Inc. will not be responsible for settlement of backfill in excavated areas.

**CHANGE ORDER POLICY:** Any deviation from this proposal (including extra work caused by unknown underground conditions as mentioned above,) will be considered a change in the scope of work and will require a Mid-State Petroleum Equipment, Inc. "Work Change Order" to be completed. The Work Change Order must be completely filled out, including description of the change(s) and all charges or credits associated with the change(s). The Work Order Change must be signed by a Mid-State Petroleum Equipment, Inc.'s supervisor and by the customer, or one of Customer's following -listed authorized agents who by Customer's signed acceptance of this Proposal are authorized to sign Work Change Orders on behalf of Customer.

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**CONTAMINATED SOIL:** Mid-State Petroleum Equipment, Inc. does not have an environmental specialist on its staff, is not certified to perform environmental surveys, and is not qualified to make environmental decisions concerning contaminated soil. This proposal does not include any such services and does not include any work, which results from encountering contaminated soil. If contaminated soil is encountered, Customer shall be responsible for directly hiring a qualified environmental specialist to perform the necessary environmental services relating to the contaminated soil and to ensure compliance with Federal Environmental Protection Agency and Missouri Department of Natural Resources regulations. Mid-State Petroleum Equipment, Inc. agrees that, if requested to do so, it will work as a subcontractor under the environmental specialist to remove and/or haul contaminated soil, installation remediation systems, and perform all other related services at the direction and under the supervision of the environmental specialist; all such services will be an addition to this proposal and will be billed to the environmental specialist, who will include them in his bill(s) to Customer.

**ATTORNEYS' FEES AND EXPENSES:** If Mid-State Petroleum Equipment, Inc. finds it necessary to pursue litigation to enforce its rights pursuant to this Proposal, Customer shall be responsible for paying Mid-State Petroleum Equipment, Inc.'s attorneys fees and related expenses of Mid-State Petroleum Equipment, Inc. prevails in such litigation.



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Camdenton • Columbia • Kansas City • Springfield • St. Louis  
"Petroleum Handling Equipment"

April 7, 2017

BOONE COUNTY SHERIFF DEPARTMENT  
ATTN: GREG EDINGTON  
2121 COUNTY DRIVE  
COLUMBIA, MO 65202

Re: Quote 4465 – FuelMaster Upgrades  
NJPA Contract 051613-SYS

The following is a Mid-State Petroleum Equipment, Inc. proposal to upgrade your current FuelMaster system.

**Scope of Work**

1. Mid-State Petroleum Equipment, Inc. will supply and install necessary FuelMaster parts to perform upgrades.
2. Mid-State Petroleum Equipment, Inc. will upgrade existing FuelMaster units.
3. Mid-State Petroleum Equipment, Inc. will provide training on the new upgrades.

Thank you for allowing us the opportunity to submit this proposal. If you have any questions regarding the proposal or need financial assistance regarding leasing programs, please feel free to give me a call at 1-800-999-3103. We appreciate your business.

Sincerely,

James Benson  
Sales Representative  
Mid-State Petroleum Equipment, Inc.

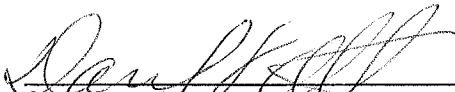


**TERMS OF QUOTE #4465**  
**NJPA Contract 051613-SYS**

**Terms:** Upon acceptance of proposal - \$1,870.00  
Net due day upon completion - \$1,870.00

WHAT IS THIS  
AMOUNT FOR?  
1/2 of TOTAL \$3,740.00

The above terms have been explained by a Mid-State Petroleum Equipment, Inc. representative and I have accepted these terms.

  
\_\_\_\_\_  
Signature of the Customer

BOONE COUNTY, MISSOURI  
\_\_\_\_\_  
Print Customer Name

\_\_\_\_\_  
Customer Purchase Order Number

\_\_\_\_\_  
Date





Camdenton • Columbia • Kansas City • Springfield • St. Louis  
"Petroleum Handling Equipment"

April 7, 2017

BOONE COUNTY SHERIFF DEPARTMENT  
2121 COUNTY DRIVE  
COLUMBIA, MO 65202

REFERENCE: Quote 4465 – FuelMaster Upgrades  
NJPA Contract 051613-SYS

SALESMAN: James Benson

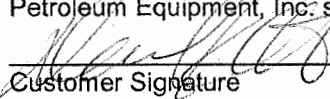
TO BE SHIPPED VIA OUR TRUCK, PREPAID

TERMS AND CONDITIONS:

See Cover Letter

The above payment terms of this contract have been thoroughly explained by Mid-State Petroleum Equipment, Inc. sales representative and terms hereby agreed to.

X

  
Customer Signature

\_\_\_\_\_  
MSPE Sales Representative

~~~~~  
All quotations are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control. Prices are based on the current cost of Labor and Materials and their availability. Should these change, MID-STATE PETROLEUM EQUIPMENT, INC. reserves the right to adjust its price accordingly.


Typographical and stenographic errors subject to correction. Purchaser agrees to accept either coverage or shortage not in excess of ten percent to be charged for pro rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller. All payments are due upon completion, unless prior arrangements have been made.

To confirm order please sign and return all pages of quotation

X


Customer Signature


Mid-State Petroleum Equipment, Inc.

Quote valid for 30 days

Date _____ Phone Number _____



Material Quote

QTY	Description	UNIT SELL	NJPA DISCOUNT
POS Equipment			
1	FMU-2500PLUS to FMU-2500PLUS (LRU)	\$1,525.00	\$1,372.50
1	Network Card	\$350.00	\$315.00
1	Software Updates	\$350.00	\$315.00
1	Deliberant, Wireless, Install Kit-Directional FMU & Building	\$525.00	\$472.50
		\$2,750.00	\$2,475.00

Electrical

Miscellaneous Electrical \$75.00

EQUIPMENT SUBTOTAL	\$2,550.00
INSTALLATION SURCHARGE	\$0.00
EQUIPMENT TOTAL	\$2,550.00

Installation Quote

Rental & Freight

Freight On Equipment \$150.00

Installation

Labor \$1,040.00

TOTAL INSTALLATION QUOTE **\$1,190.00**

EQUIPMENT TOTAL	\$2,550.00
INSTALLATION TOTAL	\$1,190.00
TOTAL QUOTE (INCLUDING ALL APPLICABLE TAXES)	\$3,740.00

GENERAL CONDITIONS: Sales tax is included in the total. If union labor is required on the job, customer shall furnish such labor. Customer shall furnish all permits. Additional charges will be made for extra work caused by underground problems not made known to Mid-State Petroleum Equipment, Inc. prior to submitting this proposal, including but not limited to hidden rocks, cave-ins and excessive water (such extra work shall be paid by customer upon submission of Mid-State Petroleum Equipment, Inc.'s bill therefore and shall not be subject to the "Change Order Policy" mentioned below). Mid-State Petroleum Equipment, Inc. will not be responsible for settlement of backfill in excavated areas.

CHANGE ORDER POLICY: Any deviation from this proposal (including extra work caused by unknown underground conditions as mentioned above,) will be considered a change in the scope of work and will require a Mid-State Petroleum Equipment, Inc. "Work Change Order" to be completed. The Work Change Order must be completely filled out, including description of the change(s) and all charges or credits associated with the change(s). The Work Order Change must be signed by a Mid-State Petroleum Equipment, Inc.'s supervisor and by the customer, or one of Customer's following -listed authorized agents who by Customer's signed acceptance of this Proposal are authorized to sign Work Change Orders on behalf of Customer.

CONTAMINATED SOIL: Mid-State Petroleum Equipment, Inc. does not have an environmental specialist on its staff, is not certified to perform environmental surveys, and is not qualified to make environmental decisions concerning contaminated soil. This proposal does not include any such services and does not include any work, which results from encountering contaminated soil. If contaminated soil is encountered, Customer shall be responsible for directly hiring a qualified environmental specialist to perform the necessary environmental services relating to the contaminated soil and to ensure compliance with Federal Environmental Protection Agency and Missouri Department of Natural Resources regulations. Mid-State Petroleum Equipment, Inc. agrees that, if requested to do so, it will work as a subcontractor under the environmental specialist to remove and/or haul contaminated soil, installation remediation systems, and perform all other related services at the direction and under the supervision of the environmental specialist; all such services will be an addition to this proposal and will be billed to the environmental specialist, who will include them in his bill(s) to Customer.

ATTORNEYS' FEES AND EXPENSES: If Mid-State Petroleum Equipment, Inc. finds it necessary to pursue litigation to enforce its rights pursuant to this Proposal, Customer shall be responsible for paying Mid-State Petroleum Equipment, Inc.'s attorneys fees and related expenses of Mid-State Petroleum Equipment, Inc. prevails in such litigation.

QUOTE #4465

BOONE COUNTY SHERIFF DEPARTMENT

April 7, 2017

CUSTOMER'S INITIALS _____

Page 3

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Syntech Systems, Inc. (Vendor)
100 Four Points Way
Tallahassee, FL 32305

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #051613-SYS" for the procurement of Fleet Management and Related Technology Solutions, and having a maturity date of July 16, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of July 16, 2016 to July 16, 2017.

National Joint Powers Alliance® (NJPA)

By:  , Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 4/29/16

Syntech Systems, Inc.

By:  , Its: Executive Vice President

Name printed or typed: David Oglesby

Date 04/28/16

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____



ENGINEERED BY Syntech



To Whom this may Concern:

Syn-Tech Systems, Inc. awarded contract No. 051613-SYS with NJPA allows for any government entity, i.e. agency, city, county, state, federal, etc. to use the contract for purchase of FUELMASTER® products and services.

In addition, its certified distributor network is also an integral partner in the Syn-Tech Systems, Inc. fuel management solution. The certified dealer network sells and services FUELMASTER® products. This dealer network also has the direct permission to use the NJPA contract to sell and service FUELMASTER® products.

Listed below is the section referring to the use of the NJPA contract by FUELMASTER Certified Distributors as well:

9d. If applicable is the Dealer Network independent of company owned?

Our distributors are independently owned and operated. However, they are able to utilize the NJPA contract just like our company. This extends the NJPA reach and exposure in all 50 states. Syn-tech Systems, Inc. (FUELMASTER®) has one of the most aggressive networks of distributors nationwide.

If there are additional questions or concerns, please don't hesitate to contact me at (800)888-9136 ext. 1321 or at Barbara.reker@myfuelmaster.com. You can also visit the NJPA website at www.njpacoop.org for more information.

Sincerely,

A handwritten signature in black ink that reads "Barbara Reker".

Barbara Reker
Sales Support Specialist

Home > Cooperative Purchasing > Contracts - Fleet > Fleet Services, Parts & Equipment > FUELMASTER



FUELMASTER



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Barbara Reker

Direct Phone: 800-888-9136 ext 1321

barbara.reker@myfuelmaster.com

www.myfuelmaster.com

Contract#: 051613-SYS

Category: Fleet Services, Parts & Equipment

Description: Fuel Management Technologies

Maturity Date: 07/16/2017

Syntech Systems, Inc., is an engineering design company, based in Tallahassee, Florida. As an innovator and early pioneer of electronic fuel management system development, Syntech has the experience, proven product reliability and unequaled product support to best meet your needs for a dependable "state-of-the-art" fuel management system.

Syntech Systems, Inc., designs and manufactures FuelMaster® fuel management units which provide the hardware and software to manage fleets and their access to fuel products.

Each system is configured for the customer's fueling operation. Flexible purchase media such as credit cards, proximity cards, smartcards and our ProKee can be used to activate fueling transactions.

Passive fueling automation is also available through our AIM system. Our AIM modules are the only patented telematics device designed to provide pertinent vehicle diagnostic data securely. All of our units are designed for 24/7 operation, and only authorized fueling transactions are initiated and completed. Our products are designed for reliability, ease of maintenance, user friendliness, and quick parts replacement.

Syntech has the largest and most skilled certified local distributor network, with over 300 locations across the United States and Canada. While much has changed in the fleet management industry over the past 35 years, our commitment to the customer and innovative products has not.

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: SYN-TECH SYSTEMS, INC.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects

Proposer's Signature: _____

A handwritten signature in black ink, appearing to be 'D.B. [unclear]', written over a horizontal line.

Date: 5-13-13

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)



FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS,

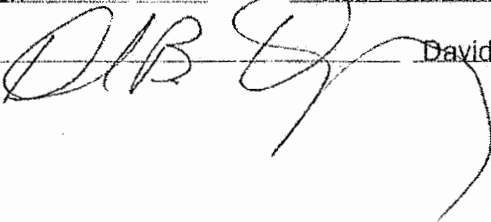
In compliance with the Request for proposal (RFP) for "FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Syn-Tech Systems, Inc. Date: 05/13/2013

Company Address: 100 Four Points Way

City: Tallahassee State: FL Zip: 32305

Contact Person: Frank McGoogan Title: Vice President of Sales & Marketing

Authorized Signature (ink only):  David Oglesby
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 051613 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Syn-Tech Systems, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be July 16, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NIPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this July 16 day of 20 13 NJPA Contract Number # 051613-SYS

NJPA Authorized signature: [Signature] Scott Vernon
NJPA Board Member (Name printed or typed)

Executed this July 16 day of 20 13 NJPA Contract Number # 051613-SYS

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Syn Tech Systems, Inc.

Vendor Authorized signature: [Signature] DAVID B. OGLESBY
(Name printed or typed)

Title: VICE-PRESIDENT

Executed this 19th JUNE day of 20 13 NJPA Contract Number # 051613-SYS

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date

proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

Company Name: Syn-Tech Systems, Inc.

Contact Person for Questions: Frank McGoogan

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 100 Four Points Way

City/State/Zip: Tallahassee, FL 32305

Telephone Number: 800-888-9136 Fax Number: 850-877-9327

E-mail Address: frank.mcgoogan@myfuelmaster.com

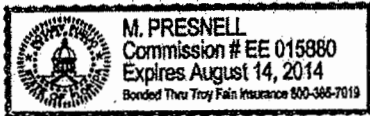
Authorized Signature: [Signature]

Authorized Name (typed): David Oglesby

Title: Corporate Secretary

Date: [Signature] 5-13-13

Notarized



Subscribed and sworn to before me this 13th the day of May, 20 13

Notary Public in and for the County of Leon State of Florida

My commission expires: August 14, 2014

Signature: [Signature]



Form P

PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: Syn-Tech Systems, Inc.

Questionnaire completed by: Frank McGoogan, Vice President of Sales & Marketing

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
Net 30
- 2) Identify any applicable leasing or other financing options as defined herein.
Syn-Tech Systems, Inc. (FUELMASTER®) has worked with several financial institutions that provide the availability of leasing to Government Sector Organizations. We would be glad to work with any Government or Education agency on creating a leasing plan and finding the best financial institution to do so.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
Once Syn-Tech Systems, Inc. (FUELMASTER®) receives the order it provides information forms for the customer or equipment re-seller to complete. Each Syn-Tech Systems, Inc. (FUELMASTER®) terminal is built to the customer's specifications and so Syn-Tech Systems, Inc. (FUELMASTER®) must collect information on how the customer desires the unit configured. One customer may want to use AIM RFID modules, while another may only use keypad entry of data. Syn-Tech Systems, Inc. (FUELMASTER®) will also notify NJPA when a NJPA member is ready to purchase. Once the system configuration is determined, the order will be entered in the Syn-Tech Systems, Inc. (FUELMASTER®) manufacturing database. Syn-Tech will notify NJPA of the dollar amount of the purchase, and when paid, Syn-Tech will send 2% to NJPA.
- 4) Do you accept the P-card procurement and payment process?
Yes, Syn-Tech Systems, Inc. accepts VISA & MasterCard purchasing cards.
- 5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?
Due to the complexity and unique aspect of our equipment, we do not offer on-line ordering for our products. However, we do have future plans to order replacement parts through an E-procurement process.

Warranty

- 6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
Basic 1 Year Manufacturer's Warranty: No Cost

The basic Fuelmaster® Warranty for each Fuel Management Unit (FMU) provides coverage for parts and telephonic labor for a period of one year from date of start-up or fifteen months from date of shipment, whichever occurs first.

Under terms of this agreement, Syn-Tech Systems, Inc. FUELMASTER® technicians will telephonically diagnose problems, with the assistance of the customer, to determine warrantable conditions, and possible problem solutions. Please note that the Fuelmaster® was designed in modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. **THIS WARRANTY DOES NOT COVER SITE VISITS BY Syn-Tech Systems, Inc. FUELMASTER® TECHNICIANS FOR REPAIR. SUPPORT HOURS ARE MONDAY THROUGH FRIDAY, 8 AM TO 8 PM, EASTERN STANDARD TIME, EXCLUDING NEW YEAR'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THE DAY**

AFTER THANKSGIVING, CHRISTMAS EVE, AND CHRISTMAS DAY. A FLAT \$50 FEE WILL BE CHARGED FOR AFTER HOUR OR WEEKEND CALLS.

PLEASE NOTE THAT DAMAGE RESULTING FROM ACTS OF GOD, USER ABUSE, ACCIDENTS, FAULTY INSTALLATION OR OPERATION IS NOT COVERED UNDER THE WARRANTY.

Super Warranty – First Year Basic Warranty Upgrade \$ 1,386

The Super Syn-Tech Systems, Inc. (FUELMASTER®) Fuel Management Systems Warranty provides coverage for all parts, telephonic support for all Fuelmaster® components, both software and hardware (does not include equipment on vehicles [AIM units]), and provides free upgrades to software /firmware, as required. This option is ONLY available in conjunction with the first year Fuelmaster® Basic Warranty of one year.

Syn-Tech Systems, Inc. (FUELMASTER®) will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Organizations under a super warranty will have access to Syn-Tech Systems, Inc. (FUELMASTER®) technicians to assist in Fuelmaster® operations and diagnostics 24 hours a day, 7 days a week. Service will include a Help Desk that allows the customer the ability to access Fuelmaster® technicians at all times. *THIS WARRANTY DOES COVER SITE VISITS BY FUELMASTER® TECHNICIANS FOR REPAIR.* Please note that damage resulting from acts of God (including equipment failures due to electrical surges and lightning damage) are covered under this warranty.

Limited Maintenance Agreement - \$495 for the first unit, \$173.25 for each additional unit

Our Limited Maintenance Agreement which provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive on software and hardware, and provides free updates software/firmware, upon request. (The exception to this is for those systems operators with customized software. Each customized program will have to be quoted on an individual basis.) The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. FUELMASTER® hardware parts will be available at a 10% discount. It provides for unlimited telephonic/electronic diagnostics and support, *Monday through Friday, 8 AM to 8 PM your local time, excluding New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve, and Christmas Day.* If you call after hours or on the weekend there will be a \$50 charge at each level except the Super Maintenance level. At this level we do not cover acts of God, such as lightning strike. If you choose this option it will cost you \$495 for your first unit and \$173.25 for each additional unit per year.

Standard Maintenance Agreement – Unit cost per year is \$918.75 for a FMU 2500 and FMU 2550 and up is \$1,149.75. AIM kits are \$5.99 per AIM kit per YR

The Fuelmaster® Extended Maintenance Agreement provides a means of extending the normal one-year warranty that all Fuelmaster® customers receive. It covers parts and telephone support labor for all Fuelmaster® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid shipping label to return the defective parts. *THIS WARRANTY DOES NOT COVER SITE VISITS BY FUELMASTER® TECHNICIANS FOR REPAIR.* Support hours are 8:00 AM – 8:00 PM Eastern, Monday through Friday, excluding New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Syn-Tech Systems, Inc will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation IS NOT COVERED under this agreement. This agreement specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees.

Super Maintenance Agreement – \$2,304.75 per unit (Any FMU/Satellite), per year and \$5.99 per AIM kit per YR

The Fuelmaster® Super Maintenance Agreement provides a means of extending the normal one-year warranty that all Fuelmaster® customers receive. It covers parts and telephone support labor for all Fuelmaster® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid shipping label to return the defective parts. Damages resulting from Acts of God, such as lightning, are covered at this level. THIS WARRANTY DOES COVER SITE VISITS BY FUELMASTER® TECHNICIANS FOR REPAIR if necessary.

Organizations under a super warranty will have access to Fuelmaster® technicians to assist in Fuelmaster® operations and diagnostics 24 hours a day, 7 days a week. Service will include a Help Desk that allows the customer the ability to access Fuelmaster® technicians at all times. Syn-Tech Systems, Inc will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

For sites / locations where STS or a STS trained distributor installed pulsers or valves, replacement parts will be provided upon failure and a site request.

After expiration of any warranty / previous maintenance period, STS will use a three-tier maintenance support system:

Level One: Customer must report problem by telephone to STS. Syn-Tech's Product Support Team will then analyze the problem within 62 minutes of the call. The Product Support Team will diagnose software and hardware remotely with telephonic diagnostic tools. Product Support will assist the customer to diagnose and/or give corrective actions. Seventy-five percent of the problems received by Product Support are resolved at this level. If level One is ineffective in resolving the problem, Syn-Tech Systems, Inc. will move to Level Two service.

Level Two: Syn-Tech Systems, Inc. will send replacement parts to customer by the most expeditious means in support of Level One Maintenance. The customer will install the replacement parts, with telephonic assistance and direction from STS, provided that the customer may install them without special tools and within an estimated 30 minutes. The customer will be provided a prepaid shipping container for return of the defective part(s). The defective part(s) must be returned within seven business days.

Level Three: If Levels One and Two are ineffective in resolving the problem, Syn-Tech Systems, Inc. will dispatch a FUELMASTER® technician and spare parts to the customer's site to effect repairs as required. The customer's system must be required within three (3) working days in the customer's United States after seven (7) days outside the continental United States after notification that a site visit is required. Notification begins 8:00am on the first normal business day after the call is made. If notification occurs on a normal business weekend or a federal holiday, the time starts on the next business weekend or a federal holiday; the time starts the next normal business day. If any types of clearances are necessary, the notification time will not begin until the appropriate clearances have been obtained.

- 7) Do all warranties cover all products/equipment parts and labor?
Manufacturer's Warranty covers FUELMASTER® parts only. Labor is included on some of the options outlined above.
- 8) Do warranties impose usage limit restrictions?
Both first year Manufacturer's Warranty and Extended Warranty have limitations. Please see description of each warranty listed above in Question #6.
- 9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
Only Manufacturer's Super Warranty, which is an upgrade to basic Manufacturer's Warranty, and Super Extended Warranty provide labor, but the customer must call FUELMASTER® first.
- 10) Please list any other limitations or circumstances that would not be covered under your warranty.
Please see answer to Question #6 above.
- 11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform

warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?
We have Certified Distributors and Technicians that are able to service all 50 states.

Equipment/Products and Related Services and Pricing

12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Although all fuel management systems provide similar information, each is somewhat different, in function, and in system design. Syn-Tech Systems, Inc. (FUELMASTER®) has always used the latest technology in its components and, in accordance with military specifications, has always been designed for reliability, ease of maintenance, quick parts replacement, user "friendliness", and has enjoyed the lowest life cycle cost in the industry. Indeed, U. S. Department of Defense documentation indicates that Syn-Tech Systems, Inc. (FUELMASTER®) enjoys an impressive historical S.E.L. rating (System Efficiency Level) of .998 percent. Expressed differently, a typical FUELMASTER® unit experiences downtime of only 1.752 hours per year! Further documentation (First Article Tests) indicates that the average time (via stopwatch) to replace a FUELMASTER® part is less than eight minutes!

Syn-Tech Systems, Inc. (FUELMASTER®) has always been "backwards compatible", assuring our customers of the ability to upgrade to the latest versions of software, firmware and hardware - at their option - over the years. In fact, our customers have found this strategy to be so attractive that ninety-three percent of historical commercial installations remain operational! With a minimum life expectancy of fifteen years, Syn-Tech Systems, Inc. (FUELMASTER®) units are rugged and well tested, currently operating in such environmental extremes as Point Barrow, Alaska, the Mojave Desert, Yellowstone National Park and Thule, Greenland, to name a few. Additionally, Syn-Tech Systems, Inc. FUELMASTER® is used by many state departments of transportation, school boards, colleges and universities, and municipalities.

Syn-Tech Systems, Inc. FUELMASTER® has an engineering staff of approximately thirty five and is constantly working on the next generation of FUELMASTER®. All software and firmware is written by Syn-Tech engineers and all hardware is designed in-house. Syn-Tech would be pleased to share our research and development programs that are currently active, including expanding the capabilities of AIM2. The Automotive Information Module 2 (AIM2) provides an on-board computer connected through the OBDII port to the vehicle's electronic control module (ECM). The AIM2 uses RF technology to authorize fueling and to pass back information such as odometer, engine error codes, etc. to the central software.

Syn-Tech Systems currently has a staff of 29 customer service technicians that provide 24/7 telephonic support. This support includes software, hardware, diagnostic and interface development support. With our ability to remotely access our fuel management unit, our technicians can identify and solve most problems over the phone or via Internet Protocol. If additional parts and on-site support is needed, our Customer Satisfaction team can coordinate with Project Management and Field Services.

Field Services

Our Field Services Team has 12 technicians that provide on-site installation and training support for our customers. These technicians work with our distributors and sometimes directly with our customers, particularly on the AIM product and more complex dispenser and 3rd party equipment interfaces.

Training Department

The Training Department consisting of three trainers provides both customer and distributor training classes, both in Tallahassee and at customer or distributor locations. Every customer who purchases Fuelmaster® software receives a free two hour webinar course on the use and application of Fuelmaster® software. Personnel in this department are available for additional training when required.

13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Pricing for contracts from NJPA will be discounted 10% off the pricing schedule.

14) Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.

Almost all items required to complete a Syn-Tech Systems, Inc. (FUELMASTER®) installation are included in the pricing catalogue. However, frequently site preparation is required to get a site ready for equipment installation. This is normally accomplished by Syn-Tech Systems, Inc. (FUELMASTER®)'s local Petroleum Equipment Distributor and could entail trenching, the installation of conduit, pulling wires through the conduit, and installation of supporting equipment such as wireless devices, tank monitoring equipment, communication cards, etc. When this type of service is required, or should some related equipment need to be provided, Syn-Tech Systems, Inc. (FUELMASTER®) will collect the price from the organization that will be providing the service or the product and negotiate a 10% discount if at all possible. Syn-Tech Systems, Inc. (FUELMASTER®) does have a purchasing department which has an excellent record of negotiating favorable pricing.

Normally a site survey by the local Syn-Tech Systems, Inc. (FUELMASTER®) Distributor will identify any site preparation services or supporting equipment needs. Syn-Tech will negotiate with its distributor on services and products as needed to maintain the 10% discount. An example of the requirement for a product that Syn-Tech doesn't carry would be if the customer wanted to communicate to a tank monitor console through the Syn-Tech Systems, Inc. (FUELMASTER®) fuel management unit, and the tank monitor did not have a communications card. Syn-Tech Systems, Inc. (FUELMASTER®) will negotiate with the local distributor for pricing on the card or with other petroleum equipment distributors. If needed, Syn-Tech's purchasing department will negotiate with several vendors to get the best price.

Although Syn-Tech Systems, Inc. (FUELMASTER®) does provide pricing for the actual installation of a fuel management unit on the fuel island, it cannot predict what site preparation will be required to complete the installation.

- 15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Syn-Tech Systems, Inc. (FUELMASTER®) method of pricing for individual line items is based on providing the best price possible to the customer, but still maintaining enough margin so the local equipment dealer/reseller gets a small percentage and remains willing to install and service the equipment. The discount on all FUELMASTER® equipment is 10% off the amount listed in the pricing catalogue. Syn-Tech Systems, Inc. FUELMASTER® uses parts numbers for equipment and the part number is listed with each item in the pricing catalogue. Our most current price list is attached as Attachment #5

- 16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.

Ordering equipment for a fuel site entails lots of options with varying system configurations. Our experience has shown that it is best to work with the customer or equipment distributor to ensure the correct equipment is ordered. There is an electronic order form available for our customer and distributors to complete and fill out when submitting an initial equipment order for a fuel site. The order form is normally completed by the customer with the assistance of the Syn-Tech Systems, Inc. (FUELMASTER®) Distributor or Regional Sales Manager to ensure the customer understands the multiple options available and orders correctly what he/she wants. When a component is ordered that requires additional items, the order form does automatically populate the additional fields to complete the order requirements.

Syn-Tech Systems, Inc. (FUELMASTER®) is currently updating its web site. One new component to be added this year is the capability for customers to order simple parts that can be added to an existing FUELMASTER® system. Simple items that can be ordered on line will be items such as Prokee®s, smart cards, AIMS, network cards, and additional hoses, to name a few.

- 17) If applicable, provide a "CORE LIST" of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard "Pricing") as a separate and named spreadsheet. Include special pricing, if any, on these items.

There can be a lot of differences in the configuration of fuel islands. However, the equipment below would be appropriate for a small fueling site with two dispensers, a tank monitor, and a PC as a central controller and using Prokee®s as the vehicle/driver access device. The equipment is shown with the standard 10% discount.

1 FMU2500Plus	\$5192.10
FUELMASTER® software	\$1,754.10
Prokee® encoder	\$495.00
100 Prokee®s @ 3.78 each	\$378.00

Tank Monitor interface kit	\$594.00
Network Interface Card (NIC)	\$674.10
Installation if conduit and wiring in place	\$2,500

- 18) If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.
Not applicable
- 19) Provide your NJPA customer volume rebate programs, as applicable.
FUELMASTER® will provide volume discounts on FMUs (such as the FMU2500Plus, 2550Plus, and 3500Plus). If a customer will purchase 10 FMUs, they will get an additional 2% discount. If they purchase 20 they will receive an additional 2% discount (for a total of 4%).
- 20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
There are several unknown Cost of Acquisition in purchasing a fuel management system. The most common costs beyond Syn-Tech Systems, Inc. (FUELMASTER®) equipment are site preparation, installation and training. Normally the customer already has an existing fuel island with operational fuel tanks, pumps, dispensers, meters, and pulsers. If they also have an existing fuel management system that they are replacing, then normally only installation and training will be required. If there is no existing fuel management system, then it is possible that an electrical contractor will have to trench and install conduit and wire prior to Syn-Tech Systems, Inc. (FUELMASTER®) installation. There could also be a requirement for solenoid valves and pulsers for the dispensers or metering equipment. Training and installation costs could vary depending on location. This will usually be accomplished by a local Syn-Tech Systems, Inc. (FUELMASTER®) Distributor who stocks our line of equipment. Although the sales are through us since we are providing the quote on this contract, we will work with our local Distributors on installation, training, and support. Attachment #6 specifically outlines our installation charges.
- 21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
For the Continental 48 States, shipping is \$125/unit and \$2.00/AIM module.
- 22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are (Your proposal will be deemed "Non-Responsive" if this question is not answered):
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.
- _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- X c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 23) Do you offer quantity or volume discounts? X YES _____ NO Outline guidelines and program.
Syn-Tech Systems, Inc. (FUELMASTER®) will provide volume discounts on FMUs (such as the FMU2500Plus, 2550Plus, and 3500Plus). If a customer will purchase 10 FMUs, they will get an additional 2% discount. If they purchase 20 they will receive and an additional 2% discount (for a total of 4%).
- 24) Describe in detail your proposed exchange and return program(s) and policy(s).
Returns or exchanges of Syn-Tech Systems, Inc. (FUELMASTER®) parts must be approved in advance by Syn-Tech Systems, Inc. in writing. There is a standard 15% re-stocking charge on all parts. For credit on returned parts, all parts must be shipped back to Syn-Tech Systems, Inc. (FUELMASTER®) within thirty (30) days of receipt of new parts.
- 25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
Shipping to Alaska and Hawaii is \$325/unit and \$4.00/AIM module.

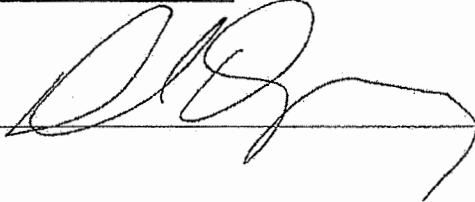
26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

NJPA orders are entered into our database with a specific code. Once a quarter a report is run through the database and a check is mailed for payment to NJPA.

Industry or Sector Specific Questions

27) NA

Signature: _____

A handwritten signature in black ink, appearing to be 'D. B.', written over a horizontal line.

Date: 5-13-13



National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

RFP Opening

May 16, 2013

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #051613

CORRECTED

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning April 4, 2013 and continuing until May 9, 2013. Details may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until May 15, 2013 at 4:30 p.m. Central Time at the above address and opened May 16, 2013 at 8:00 A.M. Central Time.

RFP Timeline

April 4, 2013

Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of www.njpacoop.org

April 25, 2013

10:00 A.M. Central Time

Pre-Proposal Conference (webcast -- conference call -- Conference info sent to all inquirers two business days prior to the event)

May 9, 2013

Deadline for RFP requests and questions

May 15, 2013

Deadline for Submission of Proposals

1:30 P.M. Central Time

May 16, 2013

Public Opening of Proposals

8:00 A.M. Central Time

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

Methods and guidelines for submitting questions are detailed within the body of this document.

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I. INTRODUCTION

A. ABOUT NJPA

- 1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.
- 1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <http://www.njpacoop.org/contract-purchasing-solutions/contracts>.
- 1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.
- 1.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.
- 1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

- 1.5** NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/contract-purchasing-solutions/legal-authority/state-procurement-resources>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- 1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
- 1.6.1** National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

1.6.2 NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

1.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. A national contract awarded by the NJPA Board of Directors: The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

1.19 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

1.20 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.20.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**, this solicitation should be read to include, but not limited to:

1.21.1.1 This solicitation is not intended to include maintenance services or supplies for individual or fleets of vehicles/equipment.

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1Equipment/Products Only Solution: Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

1.22.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.22.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

1.22.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members’ needs both now and into the future.

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal”, please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer’s authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.26 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.27 Contract Term: At NJPA’s option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.28 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.29 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

1.30 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

1.31 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.32 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

1.33 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.33.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.33.2 Technical Descriptions/Specifications. Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

1.34 Important note: NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

1.35 Commonly used Product/Equipment and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

1.36 New Current Model Product/Equipment: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.37 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.38 Delivered and operational; Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.39 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

1.40 Proposer's Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

G. SOLUTIONS BASED SOLICITATION

1.41 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation". This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

H. INQUIRY PERIOD

1.42 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests". RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to provide a finite group of Potential Bidders to invite to, and attend the pre-bid conference.

I. PRE-BID CONFERENCE

1.43 All Potential Bidders inquiring during the inquiry period will be invited to the OPTIONAL "Pre-Bid Conference" via the e-mail address used to make their inquiry. The purpose of the pre-bid conference is to allow Potential Bidders to ask questions and hear answers from their own questions and the questions of other Potential Bidders.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E, “Acceptance and Award” with final terms and conditions.

Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential

Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,F, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on a CD (Compact Disc) or flash drive. The first copy shall be identified as the "Evaluation Copy" and the second copy will be identified as the "Public Records" copy. Both copies shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end(or an unaudited copy if an audited copy is not available). However, your "Public Record Copy" shall have all "Confidential information" information redacted. You will be responsible for citing specific legal authority for each redaction as identified herein.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing “**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**” to Gregg Meierhofer, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the

time specified for opening of all proposals.

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

3.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of “FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS”, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. CERTIFICATE OF INSURANCE

3.29 Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder" and an "Additional Insured". Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Vendor, upon award, shall be required to maintain the following insurance coverage during the term of the NJPA Contract:

(1) Workers Compensation insurance (Occurrence) with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.32.3 Other: Please fully identify.

J. ADMINISTRATIVE FEES

3.33 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items

in each Responder's proposal.

4.8 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

4.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. "The published List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Catalogue or List Price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

4.12 Individualized percentage discounts can be applied to any number of defined product groupings.

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

4.14 Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a "Sourced Product/equipment pricing model" as defined herein. See Section F

4.15 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published "MSRP" with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

4.16 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a "Hot List Selection" of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the "Hot List" at any time.

4.18 Hot List program and pricing when applicable may also be used to discount and liquidate close-out

and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.23 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

4.24 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

4.25 NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog". These items are known as Sourced Product/Equipment or Open Market Items.

4.26 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

4.26.1 Identify all such equipment, products and services as "Sources Product/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.26.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.26.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the

member.

G. COST PLUS A PERCENTAGE OF COST

4.27 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.28 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

4.29 For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None".

I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.30 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

4.31 New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.32 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product/equipment line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.36 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance.

This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the “Best Interests of NJPA and NJPA Members” is highly valued when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

4.39 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.40 NJPA’s due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

4.40.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/equipment and related service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?
 - iv. Any additions or deletions from the previous product/equipment and related services list and the reason for the changes.

- b. The specifics of the product/equipment and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.
 - i. If applicable and **for example**, indicate “All paper equipment/products and services increased 5 % in price due to transportation and fuel costs.”
 - ii. If applicable, for instance, indicate, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

4.40.2 An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of “(Vendor Name) pricing effective XX/XX/XXXX.”

- a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.42 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.43 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.44 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a “Single Statement of Product/Equipment and Related Services Contract Price Update”. This pricing update is required at a minimum of once per contract year.

M. PAYMENT TERMS

4.45 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

N. SALES TAX

4.47 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to

Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See “The Total Cost of Acquisition” for the equipment/products and related services.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.52 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.53 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.54 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

4.57 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

4.58 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

4.59 Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

4.60 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.61 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).
- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

5.1.2 Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

5.1.2.1 Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional events in the near future? Does your sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshows and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in

the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **“FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS”** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.2 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as “Green Product Certifications.”

7.2.1. Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both “optional” and “having additional value.”

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

7.5 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness.”

7.6 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

7.7 The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.8 Proposer’s Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.9 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.10 Deviations or exceptions stipulated in Proposer’s Response may result in the proposal being classified as non-responsive.

7.11 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.12 The Proposal Evaluation Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. “Level 2” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.

C. PROPOSAL EVALUATION CRITERIA

7.13 Reduction of Evaluation Points. The following items will be sufficient cause to reduce evaluation points.

7.13.1 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.14 Evaluation Criteria

7.15 Evaluation of each Proposer’s Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer’s ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer’s Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.

21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

7.17 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

7.18 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available). The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

E. COST COMPARISON

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

F. PRODUCT TESTING

7.30 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

G. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's

businesslike concern for the interests of the NJPA Member.

H. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

I. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

8.4 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

8.5 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR

CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

C. REPORTING OF SALE ACTIVITY

8.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

8.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.8 During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.9 Hub Partner: Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.10.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

8.10.2 To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of

[NJPA Member Name].”

F. TRADE-INS

8.11 Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales ;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

8.14 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.15 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to

provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.16 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.17 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.18 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.19 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.20 Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) for two consecutive weeks in both the hard copy print and on-line editions of Oregon's Daily Journal of Commerce, 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

9.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

9.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

9.7 Applicable Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.10 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

9.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. LIST OF PROPOSERS

9.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. DATA PRACTICES

9.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be confidential information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all confidential information in its response at the time the response is submitted,
- include a statement with its response justifying the confidential information designation for each item, and
- defend any action seeking release of the materials it believes to be confidential information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information are in possession of the NJPA. Proposer can redact additional confidential information at any time after the evaluation process if appropriate legal justification is provided.

H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail

storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

K. HAZARDOUS SUBSTANCES

9.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

M. LICENSES

9.22 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.24 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

O. NON-WAIVER OF RIGHTS

9.26 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict

compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

S. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

9.31 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by certain Members may be required by NJPA or NJPA Members

relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

9.32 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

U. SEVERABILITY

9.33 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

V. RELATIONSHIP OF PARTIES

9.34 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

10. FORMS

[THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK. FORMS BEGIN ON NEXT PAGE]



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
- 5) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
- 8) How long has your company been in the "**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**", industry?
- 9) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 10) Please provide your bond rating, and/or a credit reference from your bank.
- 11) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 12) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 13) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.31.

Industry-Marketplace Successes

- 14) List and document recent industry awards and recognition.
- 15) Supply three references/testimonials from customers of like status to NJPA Members to include Government and

- Education agencies. Please include the customer's name, contact, and phone number.
- 16) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
 - 17) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
 - 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

Proposer's ability to sell and service nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
- 35) If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 36) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts Held

- 37) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the

Proposer.

- 38) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 39) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 40) What is the annual combined dollar sales volume for each of these contracts?
- 41) Identify any GSA Contracts held or utilized by the Proposer.
- 42) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 43) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? ___ Yes ___ No Explain and demonstrate your commitment and/or restrictions.
- 44) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added Attributes

- 45) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ___ Yes ___ No
- 46) Is this training standard as a part of a purchase or optional?
- 47) Describe current technological advances your proposed equipment/products and related services offer.
- 48) Describe your “Green” program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 49) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 50) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
- 51) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 52) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 53) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 54) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager _____

Email: _____ Phone: _____

Other contract management personnel

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

**Contract Award
RFP #051613**

Formal Offering of Proposal
(To be completed Only by Proposer)



FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS,

In compliance with the Request for proposal (RFP) for "FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 051613 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be _____, 20____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of 20____ NJPA Contract Number # 051613

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of 20____ NJPA Contract Number # 051613

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of 20____ NJPA Contract Number # 051613

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date

proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

Company Name: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

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

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**"

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Reviewed by: _____ Its _____
 _____ Its _____



Form P

**PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty**

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
- 4) Do you accept the P-card procurement and payment process?
- 5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?

Warranty

- 6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 7) Do all warranties cover all products/equipment parts and labor?
- 8) Do warranties impose usage limit restrictions?
- 9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 10) Please list any other limitations or circumstances that would not be covered under your warranty.
- 11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Products and Related Services and Pricing

- 12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 14) Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.
- 15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
- 17) If applicable, provide a "CORE LIST" of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard "Pricing") as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 18) If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.
- 19) Provide your NJPA customer volume rebate programs, as applicable.
- 20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

- 22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed “Non-Responsive” if this question is not answered)**:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 23) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 24) Describe in detail your proposed exchange and return program(s) and policy(s).
- 25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry or Sector Specific Questions

27) NA

Signature: _____ Date: _____



Pre-submission Checklist

- Have you read, and do you understand the intent this RFP?
- Have you attended the Pre-Proposal Conference for this RFP?
- Have you completed the questionnaires (Forms A & P) to the best of your ability?
- Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- Have you packaged your Proposal submission identifying conspicuously “Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX”?
- Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- Have you submitted hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P of this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, F, & P in your proposal?

Contents of your Proposal response:

- Hard copy original signed, completed, and dated forms C, D, and hard copy signed signature page only from forms A and P.**
- Electronic submission of proposal forms A, B, C, D, E, F, & P (CD or flash drive).**
- Certificate of Insurance (demonstration of insurability)**

Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form P	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and Warranty



**Addendum 041213
To that certain
RFP#051613
Issued by
The National Joint Powers Alliance®
For the procurement of**

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Please consider the following to be a part of the above RFP:

The RFP number changes from #061613 to #051613. All other dates remain the same.

www.njpacoop.org

NJPA
National Joint Powers Alliance®

Maureen Knight

Contracts and Compliance Manager

phone 218-895-4114

email maureen.knight@njpacoop.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2017

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

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

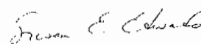
PRODUCER Winter-Dent 2700 Forum Blvd Columbia, MO 65203	CONTACT NAME: Susan Edwards PHONE (A/C, No, Ext): (573) 449-8100 222 FAX (A/C, No): (573) 449-3430 E-MAIL ADDRESS: Susie.Edwards@Winter-Dent.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Mid-State Petroleum Equipment Pro Auto Wash Systems LLC dba Missouri Tank & Line Testing PO Box 80 Hallsville, MO 65255	INSURER A : Mid-Continent Casualty Company 23418	
	INSURER B : Continental Western Group 10804	
	INSURER C : Fuel Marketers Insurance Trust	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		04GL961724	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Pollution Liability						MED EXP (Any one person)	\$ 0
	<input checked="" type="checkbox"/> Professional Liabili						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	AUTOMOBILE LIABILITY	X		CPA3099875-21	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		04XS197642	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	17FM0177	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Installation Floater			04IM66807	07/01/2016	07/01/2017	Any One Job Site	250,000
B	Equipment Floater			CPA3099875	07/01/2016	07/01/2017	Leased/Rented Equipm	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leah Brandt Owners excluded from Worker's Compensation Coverage.

CERTIFICATE HOLDER County of Boone, Missouri c/o Purchasing Department 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 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of

May

20

17

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

Now on this day the County Commission of the County of Boone does hereby award bid 19-18APR17 – 2017 Chip Seal Preservation for Boone & Callaway Counties and City of Holts Summit to Missouri Petroleum of St. Louis, MO.

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.

Done this 23rd day of May, 2017

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

242-2017

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: May 17, 2017
RE: 19-18APR17 – 2017 Chip Seal Preservation For Boone & Callaway
Counties and City of Holts Summit

19-18APR17 – 2017 Chip Seal Preservation For Boone & Callaway Counties and City of Holts Summit opened on April 25, 2017 with three bids received. Resource Management recommends award by lowest responsive bid to Missouri Petroleum of St. Louis, Missouri.

The Grand Total contracted amount for Boone County is \$710,871.65.

Contract amount for Boone county is **Six Hundred Seventy-Seven Thousand, Twenty Dollars and 63 cents (\$677,020.63)**.

Cost of the Boone County contract is \$677,020.63. There will be a 5% contingency of \$33,851.03 added for a Purchase Order total of \$710,871.65, which will be paid from department 2041 – Infrastructure Preservation and Rehab – Resource Management Design and Construction, account 71202 – Contractor Costs and 2040-Maintenance Operations, account 71100-Outside Services.

Boone County Budgeted amounts for this contact are \$491,930 for the Limestone Chip Seal and \$225,000 for the Preservation Chip Seal for a **total of \$716,930.00**

Attached is the bid tabulation for Boone and Callaway Counties and the City of Holts Summit for your review.

cc: Daniel Haid, Resource Management
Derin Campbell, Resource Management
Bid File

ATT: Bid tabulation

19-18APR17 - 2017 CHIP SEAL PRESERVATION FOR BOONE & CALLAWAY COUNTIES & CITY OF HOLTS SUMMIT

BOONE, CALLAWAY, & HOLTS SUMMIT QUANTITIES				ENGINEER'S ESTIMATE		Missouri Petroleum		Chester Brothers Construction		Vance Brothers	
BID TABULATION				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Bid Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
4.8.1.	3/8" Preservation Chip Seal Treatment	SY	348,173	\$0.00	\$0.00	\$1.696	\$590,501.408	\$1.770	\$616,266.210	\$1.950	\$678,937.350
4.8.2.	Temporary Centerline Markers (Spaced 40' o/c)	EA	930	\$0.00	\$0.00	\$0.580	\$539.400	\$0.800	\$744.000	\$1.000	\$930.000
4.8.3.	Additional Post-Sweeping (per Section 2.33.4.2.1.)	SY	199,738	\$0.00	\$0.00	\$0.030	\$5,992.140	\$0.030	\$5,992.140	\$0.050	\$9,986.900
4.8.4.	Limestone Chip Seal Treatment	SY	288,901	\$0.00	\$0.00	\$1.626	\$469,753.026	\$1.770	\$511,354.770	\$1.760	\$508,465.760
BID TOTAL					\$0.00		\$1,066,785.974		\$1,134,357.120		\$1,198,320.010

4.8.5.	Minimum Quantity Required for Additional Post-Sweeping	SY					70,000		75,000		75,000
--------	--	----	--	--	--	--	--------	--	--------	--	--------

PROJECT DEDUCTION - Boone County ONLY				UNIT PRICE	UNIT PRICE	UNIT PRICE
		SY		\$0.25	\$0.27	\$0.28

4.7.	Prompt Payment Terms			Net	No Response	30 days
4.8.	Will you accept ACH for payment of invoices? (Yes or No)			Y	Y	Y

Bid Bond	Y			Y		Y
Statement of Bidders Qualifications	Y			N		Y
Debarment Certification	Y			Y		Y
Instructions for Compliance with House Bill 1549	Y			Y		Y
Work Authorization Certification	Y			Y		Y
Certification of Individual Bidder	n/a			n/a		Y
Affidavit for Certification of Individual Bidder	n/a			n/a		n/a
Anti-Collusion Statement	Y			Y		Y
Signature Identity of Bidder	Y			Y		Y
Bidder's Acknowledgement	Y			Y		Y
Addendum #1 returned	Y			Y		Y
Addendum #2 returned	Y			Y		Y
Addendum #3 returned	Y			Y		Y

242-2017

242-2017

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 **Missouri Petroleum Products Company, LLC**, (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 19-18APR17
2017 CHIP SEAL PAVEMENT PRESERVATION
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.8.1. 3/8" Preservation Chip Seal Treatment	119,773 SY	\$1.696	\$203,135.01
4.8.2. Temporary Centerline Markers	930 EA	\$0.580	\$ 539.40
4.8.3. Additional Post-Sweeping (per Section 2.33.4.2.1.)	119,773 SY	\$0.030	\$ 3,593.19
4.8.4. Limestone Chip Seal Treatment	288,901 SY	\$1.626	\$469,753.03
TOTAL			\$677,020.63

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.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.

Affidavit - OSHA Requirements

Affidavit - Prevailing Wage

General Specifications

Technical Specifications

Special Provisions / Project Notes

State Wage Rates-Annual Wage Order #23

Boone County Standard Terms and Conditions

Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications.** When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further 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 or such additional time as may be allowed by the Engineer 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 the Boone County Resource Management 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: \$677,020.63.

Six hundred Seventy-Seven Thousand, Twenty dollars and Sixty-Three cents. (\$677,020.63)

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 and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5-23-17
at Columbia, Missouri. (Date)

CONTRACTOR:
**MISSOURI PETROLEUM PRODUCTS
COMPANY, LLC**

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

By: Greg McMurtrey
Authorized Representative Printed Name
Title: President

Approved as to Legal Form:
[Signature]
Boone County Counselor

ATTEST:
[Signature]
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.)

<u>[Signature]</u> Signature	<u>5/18/17</u> Date	2041/71202 - \$207,267.60
		2040/71100 - \$469,753.03
		Appropriation Account

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

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

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

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

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

Certificate Holder address:

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

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.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Six Hundred Seventy-Seven Thousand Twenty and 63/100 (\$677,020.63) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated May 15, 2017 entered into a Contract with Owner for:

**CONTRACT NUMBER 19-18APR17
2017 CHIP SEAL PAVEMENT PRESERVATION FOR BOONE COUNTY
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.


Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

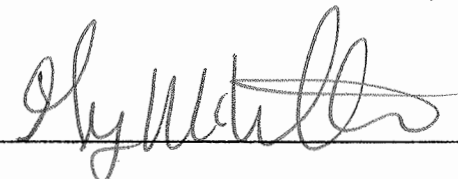
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO, on this 15th day of May, 2017.

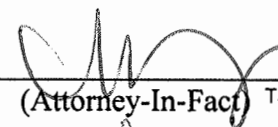
Missouri Petroleum Products Company LLC
(Contractor) 

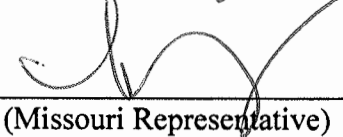
(SEAL)

BY: 

Liberty Mutual Insurance Company
(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact) Tahitia M. Fry

BY: 
(Missouri Representative) Tahitia M. Fry

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Cory Gleason
Phone Number: (913) 319-7022
Address: 8700 Indian Creek Parkway, Suite 350
Overland Park, KS 66210



May 12, 2017

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

Re: Missouri Petroleum Products Company LLC
Bond # 674027444
Bond Amount: \$677,020.63
Contract Number 19-18APR17, 2017 Chip Seal Pavement Preservation for
Boone County, Boone County, Missouri

To Whom It May Concern:

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

LIBERTY MUTUAL INSURANCE COMPANY

By: _____

Tahitia M. Fry
Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7652366

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braille; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhmester; Mary T. Flanigan; Megan L. Burns-Hasty; Patrick T. Pribyl; Rebecca S. Leal; Tahitia M. Fry

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 23, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15 day of May, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Missouri Petroleum Products Company LLC
1620 Woodson Road, St. Louis, MO 63114,

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a corporation organized under the laws of the State of Massachusetts, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

Six Hundred Seventy-Seven Thousand Twenty and 63/100 DOLLARS

(\$ 677,020.63), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated May 15, 2017 entered
into a contract with Owner for

CONTRACT NUMBER 19-18APR17
2017 CHIP SEAL PAVEMENT PRESERVATION FOR BOONE COUNTY
BOONE COUNTY, MISSOURI

in accordance with specifications and/or plans prepared by the County of Boone which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO on this 15th day of May 2017.

CONTRACTOR Missouri Petroleum Products Company LLC (SEAL)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]

(Attorney-In-Fact) Tahitia M. Fry

BY: [Signature]

(Missouri Representative) Tahitia M. Fry

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Cory Gleason

Phone Number: (913) 319-7022

Address: 8700 Indian Creek Parkway, Suite 350

Overland Park, KS 66210

An Affirmative Action/Equal Opportunity Institution

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7652365

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braille; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhrmester; Mary T. Flanigan; Megan L. Burns-Hasty; Patrick T. Pribyl; Rebecca S. Leal; Tahitia M. Fry

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15 day of May, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

4. Response Form

- 4.1. Company Name: Missouri Petroleum Products Co., LLC
- 4.2. Address: 1620 Woodson Road
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: 314-219-7305
- 4.5. Email Address: gmcmurtrey@missouripetroleum.com
- 4.6. Federal Tax ID: 43-1845744
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____
- 4.7. Prompt Payment Terms: Net
- 4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

4.8. PRICING

Description	Unit	Qty.	Unit Price	Total
4.8.1. 3/8" Preservation Chip Seal Treatment	SY	348,173	\$ 1.696	\$590,501.41
4.8.2. Temporary Centerline Markers (Spaced 40' o/c) <i>*Note: Quantity shown is the Boone County estimated quantity. Callaway County and The City of Holts Summit do not plan to install centerline markers but this pricing shall be available to Boone and Callaway Counties and The City of Holts Summit to use at their discretion.</i>	EA	930	\$.58	\$539.40
4.8.3. Additional Post-Sweeping (per Section 2.33.4.2.1.)	SY	199,738	\$.03	\$5,992.14
4.8.4. Limestone Chip Seal Treatment	SY	288,901	\$1.626	\$469,753.03
4.8.5. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.4.2.1.		70,000 SY		
Bid Total				\$1,066,785.98



All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

Project Deduction (See Section 2.33.8. for Description)

Deduct - Boone County Only	Unit	Price
Deduct for use for County Provided aggregate in item 3/8" Preservation Chip Seal	SY 119,773	\$.25 x 119,773
		=
		\$29,943.25

- 4.9. 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.

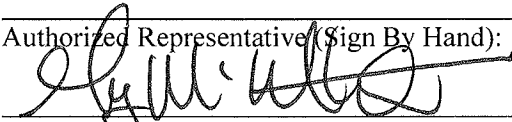
BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>	
<u>4/6/17</u>	<u>#1</u>	
<u>4/17/17</u>	<u>#2</u>	
<u>4/18/17</u>	<u>#3</u>	

- 4.9.1. List all Sub-Contractors planned to be utilized on this project: _____

There will be no subcontractors used on this job.

- 4.9.2. Authorized Representative (Sign By Hand):



- 4.9.3. Type or Print Signed Name:

Greg McMurtrey

- 4.9.4. Today's Date: 4/6/17

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 2017 Chip Seal Pavement Preservation for Boone & Callaway Cos.
and The City of Holts Summit

Project No.: 19-18APR17

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Primary Specifications and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced

from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.



BOONE COUNTY, MISSOURI
Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit

ADDENDUM # 1 - Issued March 28, 2017

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*.

The following clarification on **Time of Bid Submission Deadline** is included:

Bid Submission Deadline

Tuesday, April 18, 2017

8:45 A.M.

Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St., Room 111
Columbia, Missouri, 65201

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC

Address: 1620 Woodson Road, St. Louis, MO 63114

Phone Number: 314-219-7305 Fax Number: 314-991-4037

E-mail: timp@missouripetroleum.com

Authorized Representative Signature: Tim Parker Date: 4/6/17

Authorized Representative Printed Name: Tim Parker

RFP #19-18APR17

3/28/17

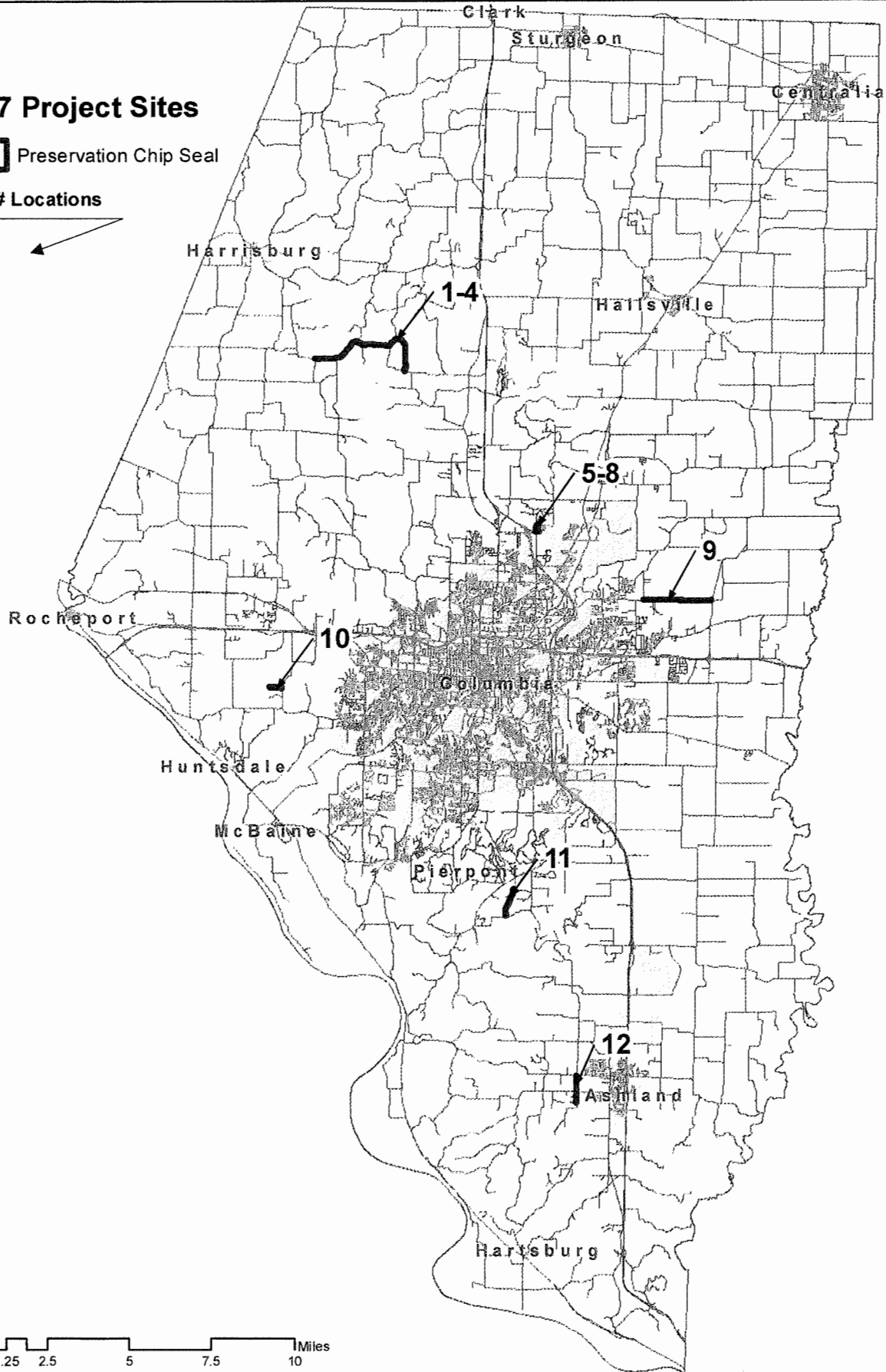
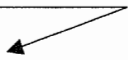


Boone County 2017 Preservation Chip Seal

2017 Project Sites

 Preservation Chip Seal

Site # Locations



2017 Pavement Preservation Preservation Chip Seal Projects

Revised: 3-22-17

Site #	Project	Description	Length (ft.)	Quantity (SY)
1	Benedict Rd	Rte E to Hwy YY	8,110	20,103
2	Red Rock Rd	Hwy YY to Silver Fork Hill Rd	5,374	13,388
3	Silver Fork Hill Rd	Red Rock Rd to Dripping Springs Rd	1,590	4,677
4	Dripping Springs Rd 1	Silver Fork Rd to ~350' S of Stone Dr	6,419	16,694
5	Alan Cir.	Gregory Heights Sub.	754	2,009
6	Kent Dr.	Gregory Heights Sub.	1,288	4,247
7	Elaine Dr.	Gregory Heights Sub.	205	850
8	Oakbrook Dr.	Gregory Heights Sub.	620	1,552
9	Mexico Gravel Rd	Hwy PP to Rte Z	11,197	27,080
10	River Oaks	Entire Length	2,189	6,284
11	Barry Rd	Bluebird Ln to Tomlin Hill Rd	4,717	11,536
12	Palis Nichols Rd	Rte M to EOP	4,448	11,353
Total			46,911	119,773

Miles = 8.9

Quantities for bid item Additional Post-Sweeping based on performing on all roads on this list. See section 2.33.4.2.1 for details

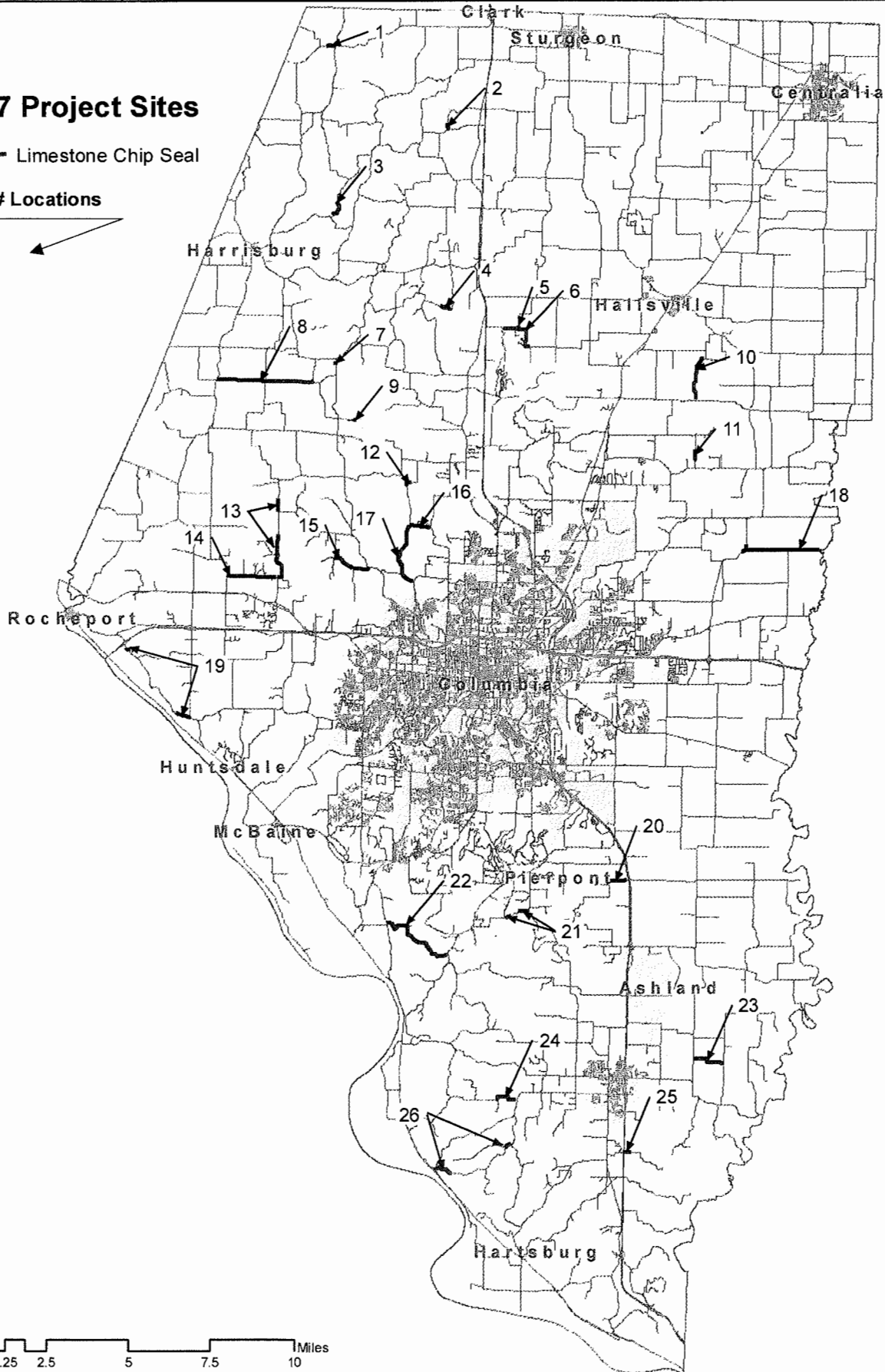
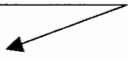


Boone County 2017 Limestone Chip Seal

2017 Project Sites

— Limestone Chip Seal

Site # Locations



2017 Pavement Preservation
Limestone Chip Seal Projects - Boone County

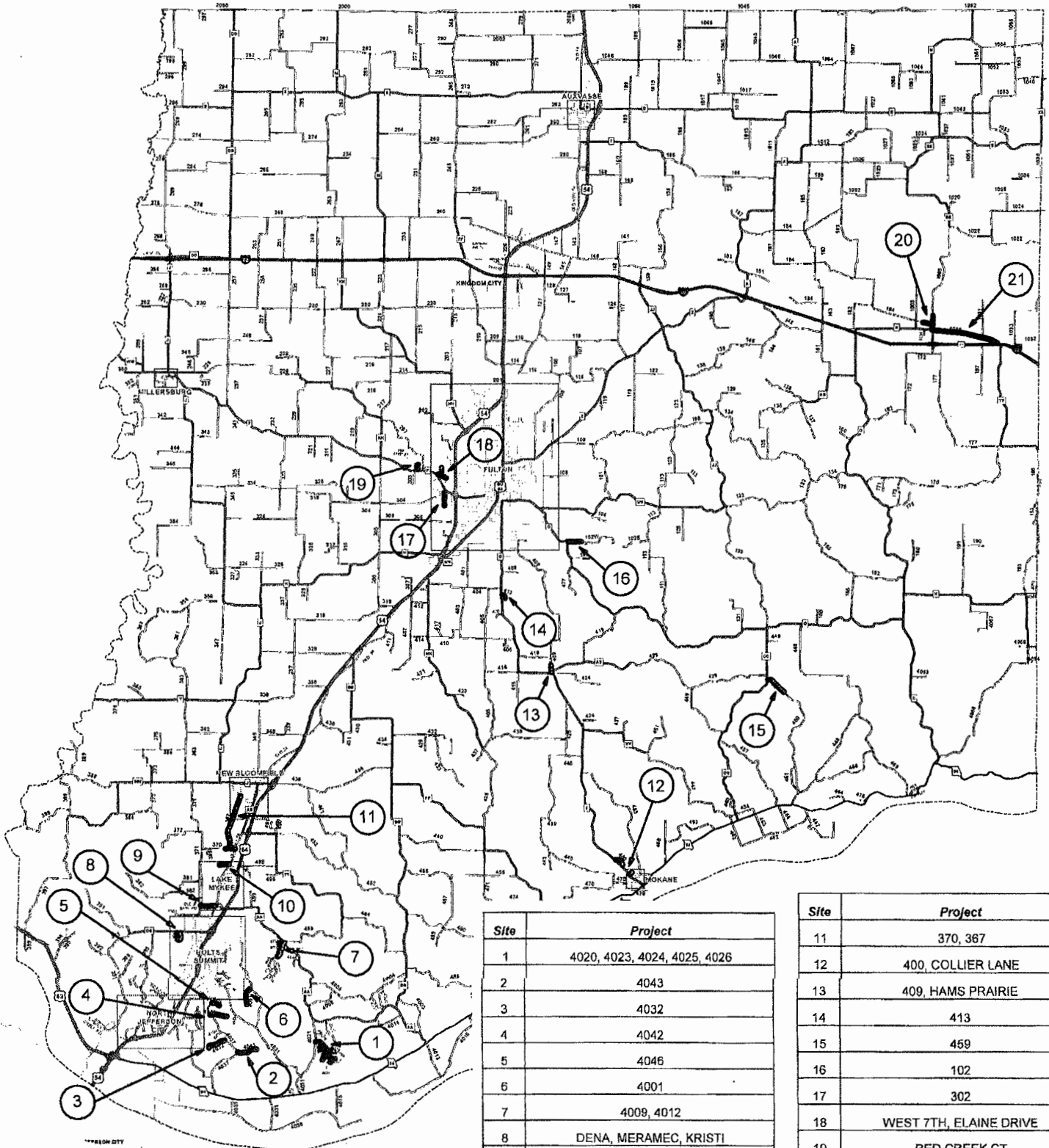
Revised: 3-21-17

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Thornhill Rd.	Hwy F to Bridge	1,516	3,874
2	Crofton Hall Rd.	Hwy NN to End of LCS	1,019	2,320
3	Richardson Dr.	LCS Section	2,771	6,158
4	Dodd Rd.	LCS Section	1,681	2,988
5	Sportsmans Dr.	Friendship Church Rd. to End LCS	517	1,264
6	Friendship Church Rd.	End of Asphalt to McKenzie Rd.	6,990	15,533
7	Olden Rd.	LCS Section	610	1,356
8	Sweringen Rd.	Entire Length	15,422	37,698
9	Wolfe Rd.	Hill near east end of road	580	1,160
10	Hecht Rd.	Mount Zion Church Rd. to Elkin Rd.	7,686	17,080
11	Phillipe Rd.	Unknown	1,756	3,902
12	Oneal Rd.	O'Neal Hill	1,309	2,909
13	Locust Grove Church Rd.	Westlake Rd. to Asphalt and Hatton Chapel Rd. to End LCS	10,090	25,513
14	Westlake Rd.	Entire Length	7,848	17,440
15	Driskel Rd.	Hwy N to Yeager Rd.	7,029	15,620
16	Fenton Rd.	Entire Length	3,312	6,624
17	Oneal Rd. 2	Obermiller Rd. to Fenton Rd.	11,062	27,040
18	Judy School Rd.	Hwy Z to County Limits (both legs of intersection with Hwy Z)	13,670	33,416
19	Roby Farm Rd.	End I-70 Overpass to end LCS (~635'); Hwy O to End LCS (~2440')	3,075	6,432
20	Deer Park Rd.	MoDOT pavement to End LCS	3,250	6,500
21	Bluebird Ln.	Existing LCS, two separate sections	2,651	5,302
22	Woodie Proctor Rd.	Entire Length	13,840	27,680
24	Clatterbuck Rd.	Entire Length	5,500	11,000
25	Gilpin Rd.	MoDOT Pavement to End LCS	1,196	2,392
26	Cedar Tree Ln.	Hwy M to End LCS	3,150	7,700
Total			127,530	288,901

Miles = 24.2

2017 Preservation Chip Seal

CALLAWAY COUNTY



Site	Project
1	4020, 4023, 4024, 4025, 4026
2	4043
3	4032
4	4042
5	4046
6	4001
7	4009, 4012
8	DENA, MERAMEC, KRISTI
9	HUNTER LANE
10	STONEY CREEK RD & CT, PINECREST

Site	Project
11	370, 367
12	400, COLLIER LANE
13	409, HAMS PRAIRIE
14	413
15	469
16	102
17	302
18	WEST 7TH, ELAINE DRIVE
19	RED CREEK CT
20	1005, 184
21	1030

CALLAWAY COUNTY
2017 Pavement Preservation
Preservation Chip Seal Projects

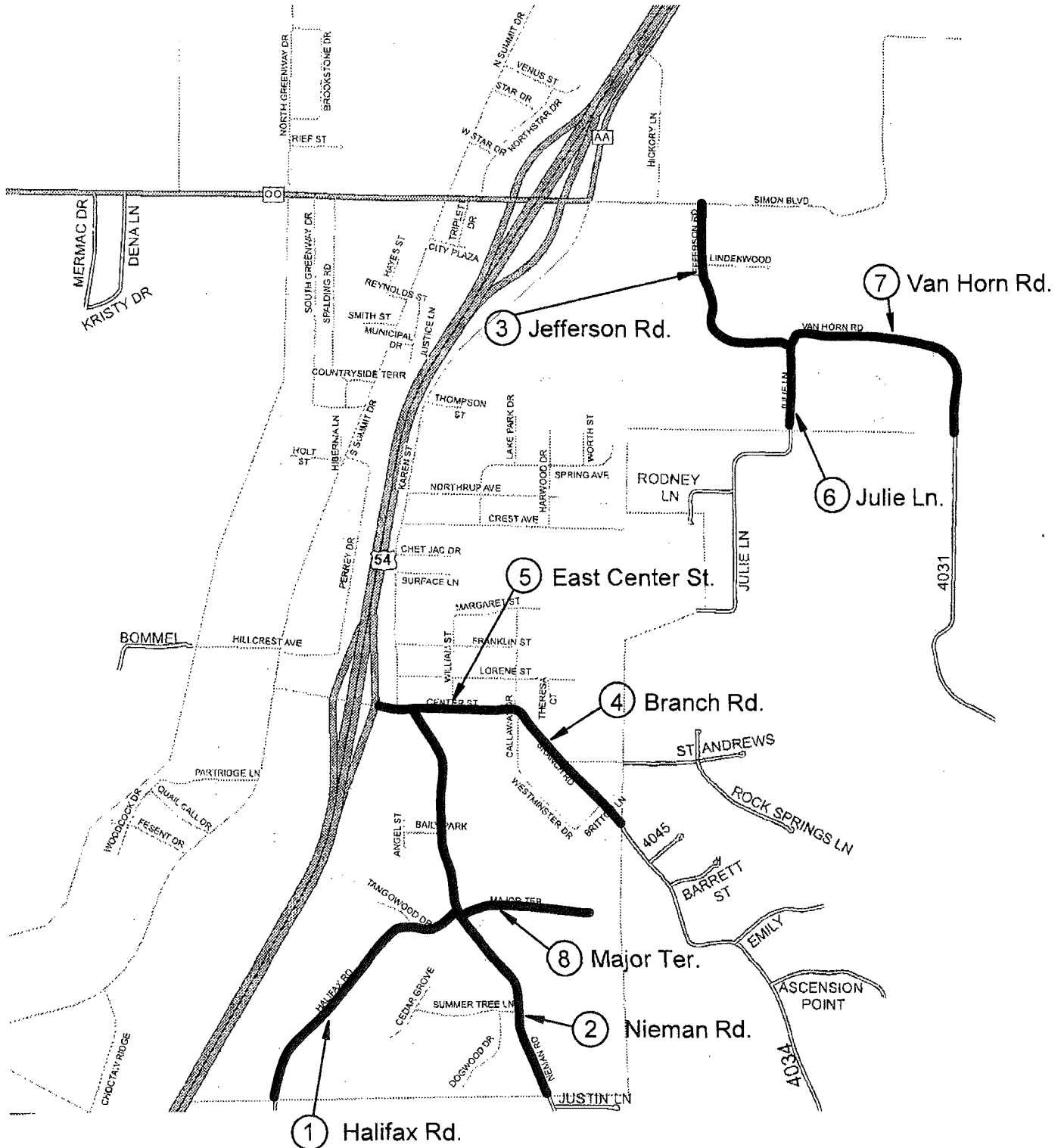
Site	Project	Description	Length (ft.)	Quantity (SY)
1	4020, 4023, 4024, 4025, 4026	KEN LARR HILLS SUBD.	8,976	23,450
2	4043	HOLTS SUMMIT	3,432	8,779
3	4032	HOLTS SUMMIT	2,904	7,440
4	4042	HOLTS SUMMIT	2,904	7,143
5	4046	HOLTS SUMMIT	1,425	3,805
6	4001	HOLTS SUMMIT	2,904	7,186
7	4009, 4012	HOLTS SUMMIT	4,066	9,758
8	DENA, MERAMEC, KRISTI	HOLTS SUMMIT	2,640	6,523
9	HUNTER LANE	HOLTS SUMMIT	2,270	5,665
10	STONE CREEK RD & CT, PINECREST	HOLTS SUMMIT	2,482	7,437
11	370, 367	NEW BLOOMFIELD	9,874	23,455
12	400, COLLIER LANE	MOKANE	2,429	4,444
13	409, HAMS PRAIRIE ST.	HAMS PRAIRIE	1,954	4,941
14	413	FULTON	792	2,381
15	459	AMEREN PLANT	3,168	8,658
16	102	OFF RTE O E/O FULTON	1,478	3,285
17	302	FULTON	2,112	4,450
18	WEST 7TH, ELAINE DRIVE	FULTON	2,534	5,682
19	RED CREEK CT	OFF RTE F W/O FULTON	898	2,520
20	1005, 184	WILLIAMSBURG	2,904	6,857
21	1030	WILLIAMSBURG OLD 40	10,560	25,813

TOTAL 72,706 179,672

CALLAWAY COUNTY
2017 Pavement Preservation
Additional Post Sweeping Projects

Site	Project	Description	Length (ft.)	Quantity (SY)
1	4020, 4023, 4024, 4025, 4026	KEN LARR HILLS SUBD.	8,976	23,450
2	4043	HOLTS SUMMIT	3,432	8,779
3	4032	HOLTS SUMMIT	2,904	7,440
4	4042	HOLTS SUMMIT	2,904	7,143
5	4046	HOLTS SUMMIT	1,425	3,805
6	4001	HOLTS SUMMIT	2,904	7,186
8	DENA, MERAMEC, KRISTI	HOLTS SUMMIT	2,640	6,523
10	STONEY CREEK RD & CT, PINECREST	HOLTS SUMMIT	2,482	7,437
18	WEST 7TH, ELAINE DRIVE	FULTON	2,534	5,682
19	RED CREEK CT	OFF RTE F W/O FULTON	898	2,520
TOTAL			31,099	79,965

2017 Preservation Chip Seal City of Holts Summit



City Of Holts Summit
2017 Pavement Preservation
Preservation Chip Seal Projects

Site	Project	Description	Length ft.	Quantity (SY)
1	Halifax Rd	Holts Summit	5750	15333
2	Neiman Rd	Holts Summit	2592	6336
3	Jefferson Rd	Holts Summit	1649	4031
4	Branch Rd	Holts Summit	1787	4567
5	E. Center	Holts Summit	1348	3445
6	Julie Ln.	Holts Summit	1049	2331
7	Van Horn Rd	Holts Summit	3741	9145
8	Major Ter	Holts Summit	1593	3540
Total			19509	48728



BOONE COUNTY, MISSOURI
Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit

ADDENDUM #2 - Issued April 17, 2017

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*.

The following clarification is included:

1. The project location map titled "Boone County 2017 Limestone Chip Seal" and the project list titled "2017 Pavement Preservation Limestone Chip Seal Projects – Boone County" shall be replaced with the attached project location map and project list.
2. Section 2.3.1.6. shall be replaced with the following:
The aggregate for 3/8" Preservation Chip Seal shall be 3/8" x 1/4" Iron Mountain Trap Rock or approved equal meeting the requirements of Grade A1 Aggregate for seal coats as described in Section 1003 of Missouri Standard Specification for Highway Construction, 2016.

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

OFFEROR has examined **Addendum #2** to Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC

Address: 1620 Woodson Road, St. Louis, MO 63114

Phone Number: 314-219-7305 Fax Number: 314-991-9624

E-mail: gmcmurtrey@missouripetroleum.com

Authorized Representative Signature: Greg McMurtrey Date: 4/18/17

Authorized Representative Printed Name: Greg McMurtrey

RFP #19-18APR17

4/17/17

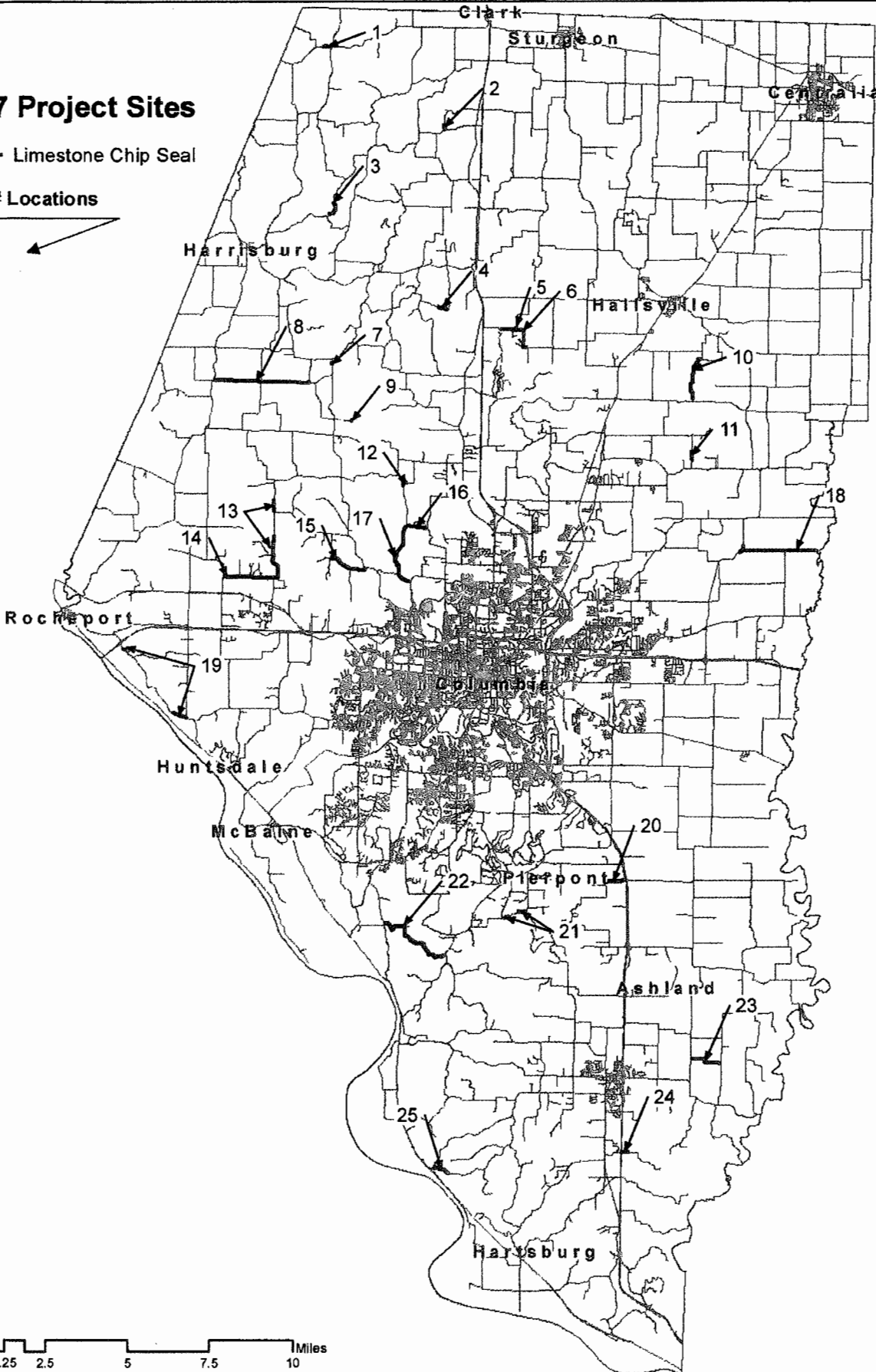
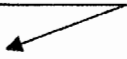


Boone County 2017 Limestone Chip Seal

2017 Project Sites

— Limestone Chip Seal

Site # Locations



**2017 Pavement Preservation
Limestone Chip Seal Projects - Boone County**

Revised: 4-17-17

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Thornhill Rd.	Hwy F to Bridge	1,516	3,874
2	Crofton Hall Rd.	Hwy NN to End of LCS	1,019	2,320
3	Richardson Dr.	LCS Section	2,771	6,158
4	Dodd Rd.	LCS Section	1,681	2,988
5	Sportsmans Dr.	Friendship Church Rd. to End LCS	517	1,264
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7	Olden Rd.	LCS Section	610	1,356
8	Sweringen Rd.	Entire Length	15,422	37,698
9	Wolfe Rd.	Hill near east end of road	580	1,160
10	Hecht Rd.	Mount Zion Church Rd. to Elkin Rd.	7,686	17,080
11	Phillipe Rd.	Unknown	1,756	3,902
12	ONeal Rd.	O'Neal Hill	1,309	2,909
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18	Judy School Rd.	Hwy Z to County Limits (both legs of intersection with Hwy Z)	13,670	33,416
19	Roby Farm Rd.	End I-70 Overpass to end LCS (~635'); Hwy O to End LCS (~2440')	3,075	6,432
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22	Woodie Proctor Rd.	Entire Length	13,840	27,680
23	Clatterbuck Rd.	Entire Length	5,500	11,000
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25	Cedar Tree Ln.	Hwy M to End LCS	3,150	7,700
Total			127,530	288,901

Miles = 24.2



BOONE COUNTY, MISSOURI
Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit

ADDENDUM # 3 - Issued April 18, 2017

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*.

Bid due date and opening date have been changed to the following:

Day / Date: **TUESDAY APRIL 25, 2017**
Time: **9:15 A.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 on the Northwest corner at 7th St. and Ash St. Wheelchair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **TUESDAY APRIL 25, 2017**
Time: **9:30 A.M.**


Location / Address: **Boone County Government Center
Commission Chambers
801 E. Walnut
Columbia, MO 65201**

By: 

**Phil Fichter, Buyer
Boone County Purchasing**

OFFEROR has examined **Addendum #3** to Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC
Address: 1620 Woodson Road, St. Louis, MO 63114
Phone Number: 314-219-7305 Fax Number: 314-991-9624
E-mail: gmcourtrey@missouripetroleum.com

Authorized Representative Signature:  Date: 4/18/17
Authorized Representative Printed Name: Greg McMurtrey

RFP #19-18APR17

4/18/17

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 85 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
1	Boone & Callaway Cos.	\$964,720.05	100%
2	Lincoln Co.	\$359,800.00	100%
3	Lake Sherwood	\$152,454.75	100%

3. General type of work preformed:

Chip Seal Preservation

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: - 0 -
(b) Description of defaulted contracts and reason therefore:

5. List references:

See Attached

Dated at _____

this 6th day of April, 2017.

Missouri Petroleum Products Co., LLC

Name of Organization(s)

By


(Signature)

President

(Title of Person Signing)

REFERENCES:

2014 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone County Various Streets	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	400,000
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	225,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,000
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	John Gingrich 573-687-3321	20,000

REFERENCES:

2015 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	558,000
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	228,000
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	200,000
Elsberry Special	711 East Broadway Elsberry, MO 63343	Brendan O'Brien (573) 898-5823	114,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,000

REFERENCES:

2016 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	706,287
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	190,880
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	303,140
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	72,111
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	78,614

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.
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.

(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.

Greg McMurtrey, President

Name and Title of Authorized Representative

Signature

4/6/17

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*.

Company ID Number: 188670

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

Employer Missouri Petroleum Products Company LLC

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification
Number: 431845744

North American Industry
Classification Systems
Code: 238

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified
for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 188670

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

Name: **Kathy M Jasmund**
Telephone Number: **(314) 991 - 2180 ext. 235235** Fax Number: **(314) 991 - 1553**
E-mail Address: **kjasmund@lionmark.com**

Name: **Michael E Drury**
Telephone Number: **(314) 991 - 2180 ext. 214** Fax Number: **(314) 991 - 1553**
E-mail Address: **mike.drury@lionmark.com**

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.

____ N/A _____
Applicant Date Printed Name

BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

County Bid Number 19-18APR17

Vendor Job Number _____

Job Location Boone & Callaway Cos./City of Holts Summit

_____, April 6, 2017

To the Boone County _____ Purchasing _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Missouri Petroleum Products Co., LLC

By [Signature]
Contractor
(Signature)

President
(Title)

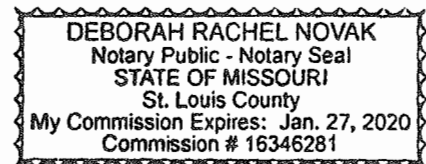
State of Missouri

County of St. Louis ss.

Subscribed and sworn to before me this 6th day of
April, 2017, at Overland, MO

[Signature]
Notary Public

(SEAL)
My Commission expires January 27, 2020



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Missouri

Greg McMurtrey, being first duly sworn, deposes and

says that he is President
(Title of Person Signing)

of Missouri Petroleum Products Co., LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (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 said 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 [Signature]

By _____

By _____

Sworn to before me this 6th day of April, 20 17

[Signature]
Notary Public



My Commission Expires January 27, 2020

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- () sole individual () partnership () joint venture
 (X) corporation, incorporated under laws of the state of Missouri

Dated April 6, 20 17

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

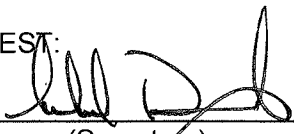
Address of principal place of business in Missouri:

 (If using a fictitious name, show this name above in addition to legal names.)


Missouri Petroleum Products Co., LLC
 (If a corporation – show its name above)

1620 Woodson Road, St. Louis, MO 63114

ATTEST:



 (Secretary)



 (Title) President

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of St. Louis

On this 6th day of April, 20 17

before me appeared Greg McMurtrey to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the President
President or other agent

of Missouri Petroleum Products; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at, 6th the day and year first above written. (SEAL)

Deborah Rachel Novak Notary Public



My Commission expires January 27, 20 20

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Missouri Petroleum Products Company LLC
1620 Woodson Road
St. Louis, MO 63114

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Preservation Chip Seal, Project No. 19-18APR17

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April, 2017



(Witness)



(Witness)

Missouri Petroleum Products Company LLC

(Principal)

(Seal)

By: 

(Title) President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 

(Title) Debra J. Scarborough Attorney-in-Fact

Surety Phone No. 617-357-9500



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7652259

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braille; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhmester; Mary T. Flanigan; Megan L. Burns-Hasty; Patrick T. Pribyl; Rebecca S. Leal; Tahitia M. Fry

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 23, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2017.

APR 18 2017



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 188670

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

Employer Missouri Petroleum Products Company LLC

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431845744

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 188670

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

Name:	Kathy M Jasmund	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 235235		
E-mail Address:	kjasmund@lionmark.com		
Name:	Michael E Drury	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 214		
E-mail Address:	mike.drury@lionmark.com		



Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain

Aggregate Type: 3/8" x 1/4" (FWI Product #42)

Aggregate Application Rate: 23 ± 5 pounds/square yard*

Emulsion Source: Bi-State Emulsions

Emulsion Type: CHFRS-2P composed of SBR Polymer and
BASF High Float Blending Agent NX 1122 X

Emulsion Application Range: 0.38 - 0.42 gallons/square yard**

Richard E. Holesinger, P.E.

13-Apr-17

Date

Prepared for: 2017 Chip Seal Pavement Preservation for Boone
& Callaway Counties and The City of Holts Summit
Project No. **19-18APR17**

* Contract specified range: 22-26 pounds per square yard

** Contract specified range: 0.38 - 0.45 gallons per square yard

Test results, opinions, or interpretations are based on material supplied by the client. This is for the exclusive use of the client to which it is addressed. No reproduction or facsimile in any form should be made without the client's written permission. Missouri Petroleum assumes no liability and makes no warranty expressed or implied as to the material or the products or processes contained in this report.

Press F1 for Program Usage Note

Minnesota Seal Coat Handbook

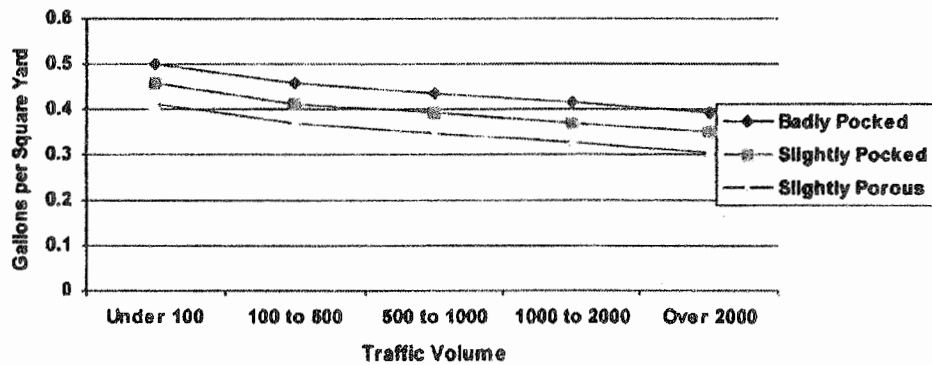
SEAL COAT DESIGN

ID	Sample	Project	Location	Sampled	Tested	Test ID	Agg ID
	IM 1	19-18APR17	Various	2/15/2017	2/15/2017		
PERCENT				Agg Type	IM Trap	Binder ID	
Passing 1/2	100			Agg Size	3/8 x 1/4	Binder Type	CHFRS2P
Passing 3/8	98						
Passing 1/4	40		Retained 1-3/4	0	Passing 1-3/4	0	
Passing No 4	16		Retained 3/4-1/2	0	Passing 3/4-1/2	0	
Passing No 8	2		Retained 1/2-3/8	24	Passing 1/2-3/8	133	
Passing No 16	1		Retained 3/8-1/4	722	Passing 3/8-1/4	701	
Passing No 50	0		Retained 1/4-No 4	243	Passing 1/4-No 4	240	
Passing No 200	0.1						

MEDIAN	0.27	Waste	1.1	Residual Asphalt	0.67
FLAKINESS	0.52	Traffic	0.7	COVER	25.56947
ALD	0.24	Surface	0.06	FLAT	0.3711
Bulk SG	2.627	Aggregate Absorption	0.4	NOT FLAT	0.4120018
Loose UW	80.9	Absorption Correction	0	GRAPH VALUES Below (Gal/SY)	
	0.5064811				

Traffic Factor	Badly Pocked	Slightly Pocked	Slightly Porous	Vehicles / Day
0.6	0.3932	0.3484	0.3036	Over 2000
0.65	0.4148	0.37	0.3252	1000 to 2000
0.7	0.4363	0.3916	0.3468	500 to 1000
0.75	0.4579	0.4131	0.3683	100 to 500
0.85	0.5010	0.4563	0.4115	Under 100

APPLICATION RATE





February 15th, 2017

Mr. Rick Holesinger
Missouri Petroleum
St. Louis, MO 63114

Re: IMTR 3/8" x #4 – Seal Coat Aggregate

Dear Mr. Holesinger:

Fred Weber, Inc. certifies that the 3/8" x 1/4" (FWI product #42) supplied from our Iron Mountain Trap Rock Quarry will comply with the requirements of Section 1003 "Aggregates for Seal Coats" of the *Missouri Standard Specifications for Highway Construction* and the requirements of Section 1003 "Aggregates for Seal Coats" of the *St. Louis County Standard Specifications for Road and Bridge Construction*.

A typical gradation of this material is as follows

Percent by Weight (Mass)

<u>Size</u>	<u>Gradation</u> (% Passing)	<u>Grade A1 Aggregate</u> <u>MoDOT Spec.</u> (%)	
1/2"	100	100	
3/8"	98	97-100	
#4	19	0-25	
#200	0.6	0-1.0	
Deleterious Rock:	0.0%	Two Fractured Faces:	100%
Shale:	0.0%	Thin, Elongated Particles (5:1):	10%
Other Foreign Material:	0.0%	Micro-Deval Abrasion:	2%
Total Deleterious:	0.0%	Bulk Specific Gravity:	2.627
		Absorption:	0.4%

If I may be of further service, please call.

Sincerely,

FRED WEBER, INC.

Material Services

Digitally signed by David B. Marshall, P.E.
DN: cn=David B. Marshall, P.E., o=Fred Weber, Inc., ou=Quality
Control Manager, email=dlm@fredweberinc.com, c=US
Date: 2017.02.15.15:42:53 -0600

David B. Marshall, P.E.
Quality Control Manager

An Equal Opportunity Employer

2320 CREVE COEUR MILL ROAD * P.O. BOX 2501 * MARYLAND HEIGHTS, MISSOURI 63043-8501
314.344.0070 FAX 314.344.0970
WWW.FREDWEBERINC.COM



**SOILS AND AGGREGATES
Unit Weight test report**

Project :	IMTR QC , Production/Stockpile/Loadout	Client :	Iron Mountain Trap Rock
Contract / Lot :	91000 , Iron Mountain Trap Rock /		
Supplier / Site :	Iron Mountain Trap Rock - Iron Mountain,	Ledge :	IM 1
Formation :	Rhyolite (Porphyry)	Quantity (ton):	0
Testing Lab :	PQ - IMTR Field Lab		

Sampling

Sampled by:	Fred T. Miller	Sample No.:	16AGG3287
Usage:	Seal Coat	Reference No.:	
Grading :	3/8" x 1/4" (IMTR) 7/13-SEC. 1002-#42,	Sampling date:	10/26/2016 10:00
Sampling location:	Belt Stream (IMTR Wash Plant #1)	Receiving date:	10/26/2016
Done by :	John E. Drury	Date :	2/15/2017

Unit Weight AASHTO T19

Results	Compact - Rodding	Compact - Jigging	Loose - Shoveling
Mold + sample weight 1 :	18534.7		17171.3
Mold + sample weight 2 :	18495.5		17196.6
Mold + sample weight 3 :	18207.7		17183.7
Bulk specific gravity of Aggregate :	2.627		2.627
Water Unit Weight :	62.4 lb/ft ³		62.4 lb/ft ³
Unit Weight :	88.9 lb/ft ³		80.9 lb/ft ³
Voids % :	45.8 %		50.7 %
Unit Weight average :	88.9lb/ft³		80.9 lb/ft³
Variation between tests :			
Voids % average :	45.8 %		50.7 %
Variation between tests :			

1223.7 WORKSHEET

FLAKINESS INDEX
FLH 508

Sample ID# _____

Laboratory FWI North Type of Material 3/8" x 1/4" Seal Coat

Source Iron Mountain Trap Rock

Location Iron Mountain, Missouri

Tested By Steve Rosenthal Date: 01/28/17

SIEVE SIZES	WEIGHT PASSING (g)	WEIGHT RETAINED (g)
(1/2") 0.375" Slot	<u>0.0</u>	<u>0.0</u>
(3/8") 0.263" Slot	<u>45.2</u>	<u>15.2</u>
(1/4") 0.184" Slot	<u>223.3</u>	<u>817.7</u>
(#4) 0.131" Slot	<u>174.6</u>	<u>538.8</u>
TOTAL PASSING	<u>443.1</u>	TOTAL RETAINED <u>1371.7</u>

$$\% \text{ Flakiness Index} = \frac{\text{TOTAL PASSING}}{\text{TOTAL PASSING} + \text{TOTAL RETAINED}} \times 100$$

$$\% \text{ Flakiness Index} = \frac{443.1}{443.1 + 1371.7} \times 100$$

$$\% \text{ Flakiness Index} = \underline{24.4} \text{ rounded to } \boxed{24 \%}$$



1620 Woodson Road
St. Louis, Missouri 63114

(314) 991-2180 x 205
FAX: (314) 991-9624

Dear Reviewing Entity,

Over the past several years there has been some confusion regarding the BASF blending agents used to produce cationic high float emulsions. BASF manufactures a variety of systems for various applications. For clarification I have attached a certification for the system BASF manufactures specifically for cationic high float emulsions.

Please contact me if you have any questions.

Patrick G. Palmer

Vice President, St. Louis Operations



The Chemical Company

DATE: February 16, 2016
TO: Missouri Petroleum, Inc.
FROM: Arlis Kadrmias – Technical Account Manager – BASF
RE: Certification of Latex for Formulation in Cationic High Float Specifications

This letter is to certify that the latex supplied by BASF known as, Butonal NX-1122X, was specifically formulated for use as a blending agent to produce cationic high float asphalt emulsions.

Please submit any questions to my attention at (316) 200-7326 or e-mail: arlis.kadrmias@basf.com.



Bi-State Emulsions LLC

3714 Big Bend Ind. Ct.
Maplewood, MO 63143
(314) 645-1818
Fax: (314) 645-8898

Mr. Tim Parker
Manager of Chip Seal Operations
Missouri Petroleum
1620 Woodson Road
St. Louis, MO 63114

Dear Mr. Parker,

4/14/17

Please be advised that the emulsion (CHFRS-2P) we intend to manufacture for the 2017 Chip Seal Pavement Preservation for Boone County, Calloway County and the City of Holts Summit, Project 19-18APR17 will meet MODOT specifications. All CHFRS-2P manufactured at Bi-State Emulsions uses NX-1122-X, SBR latex with high float additive, manufactured by BASF. All B/L's for this project will carry a MODOT certification number. This number verifies the material has been tested according to state regulations and passes all required testing for certification.

Patty Kunkel

Plant Manager
Bi-State Emulsions LLC



Aggregate Seal Coat Design Report

Aggregate Source: Boone Quarries-East

Aggregate Type: 5/8 inch clean limestone

Aggregate Application Rate: 35 ± 5 pounds/square yard*

Emulsion Source: Bi-State Emulsions

Emulsion Type: CHFRS-2P composed of SBR Polymer and
BASF High Float Blending Agent NX 1122 X

Emulsion Application Range: 0.44 - 0.50 gallons/square yard**

A handwritten signature in black ink, appearing to read "Richard E. Holesinger".

Richard E. Holesinger, P.E.

13-Apr-17

Date

Prepared for: 2017 Chip Seal Pavement Preservation for Boone
& Calloway Counties and The City of Holts Summit
Project No. **19-18APR17**

* Contract specified range: 21-26 lbs/sy. Monitor and adjust rate in accordance with approval of project manager

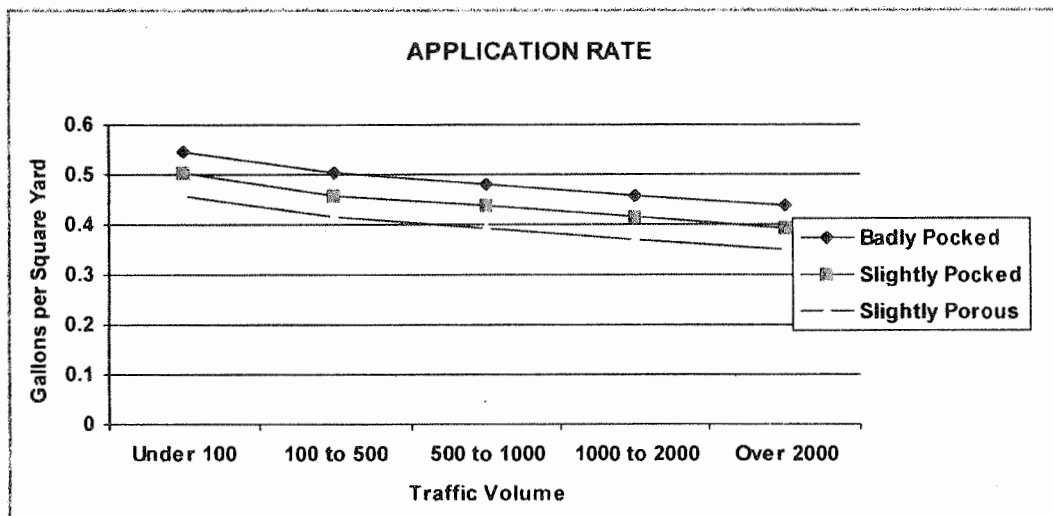
** Contract specified range 0.40-0.50 gal/sy

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ID	7	Sample	Project	Location	Sampled	Tested	Test ID	Agg ID
		Boone CO	2017	Various				
PERCENT				AggType	Limeston	Binder ID	Bi-State	
Passing 1/2	85	Agg Size	5/8"	Binder Type	CHRRS2P			
Passing 3/8	52							
Passing 1/4	26	Retained 1-3/4	0	Passing 1-3/4	0			
Passing No 4	9	Retained 3/4-1/2	98	Passing 3/4-1/2	139			
Passing No 8	6	Retained 1/2-3/8	245	Passing 1/2-3/8	233			
Passing No 16	5	Retained 3/8-1/4	367	Passing 3/8-1/4	189			
Passing No 50	4	Retained 1/4-No 4	106	Passing 1/4-No 4	69			
Passing No 200	3							

MEDIAN	0.37	Waste	1.05	Residual Asphalt	0.68
FLAKINESS	0.44	Traffic	0.7	COVER	34.9472
ALD	0.32	Surface	0	FLAT	0.3282926
Bulk SG	2.633	Aggregate Absorption	2.9	NOT FLAT	0.3692985
Loose UW	101	Absorption Correction	0.03	GRAPH VALUES Below (Gal/SY)	
	0.3852678				

Traffic Factor	Badly Pocked	Slightly Pocked	Slightly Porous	Vehicles / Day
0.6	0.4376	0.3934	0.3493	Over 2000
0.65	0.4593	0.4152	0.3711	1000 to 2000
0.7	0.4811	0.437	0.3928	500 to 1000
0.75	0.5028	0.4587	0.4146	100 to 500
0.85	0.5464	0.5022	0.4581	Under 100



**BOONE
QUARRIES**
Gradation Report

Collection Date - 4/10/2017

Quarry Location - Boone Quarries, East

Product - 5/8" Clean

Formation - _____

Ledges - 10

Customer - Missouri Petroleum

Sieve	% Passing
1 1/2"	
1"	
3/4"	100.0%
1/2"	85.0%
3/8"	52.0%
#4	9.0%
#8	6.0%
#16	5.0%
#30	4.2%
#50	4.0%
#100	3.5%
#200	3.0%

Target



QUARRY LEDGE INFORMATION SUMMARY - Source

Aug 2, 2016

Boone Quarries East (Southdown)

PH#
(573)886-3139

Creasy Springs Road 65205 Columbia Boone County

Longitude: -92.2218 Latitude: 38.5907

PS#: 3008800115

Ledge	Formation/ Member	Description/Components		Micro Deval	LA	SPG	Abs	Unit Weight	MoDOT T14	T104	T161
	Lab ID#	Date									
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPCMLD	16CDS2B108	2016 0531	22.38	23	2.633	1.3	101	12.2	12		
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPCMLD	15CDS2B021	2015 0319	17.61	23	2.638	1.4	100	7.7	22		
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPCMLD	14CDS2B025	2014 0227	20.39	23	2.627	1.5	99	11.8	18		
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPCMLD	13CDS2B018	2013 0123	20.46	23	2.637	1.3	100	10.4	18		
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPCMLD	12CDS2B001	2012 0104	19.94	23	2.637	1.4	95	14.7	18		
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005, 1" max coarse aggregate for PCCP or PCCM.										
100510..CPCMLD	115S2B015	2011 0125	19.23	21	2.653	1.3	98	11.8	20		
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005, 1" max, coarse aggregate for PCCP or PCCM.										
100510..CPCMLD	10SDGG008	2010 0201	21.71	23	2.642	1.3	98	12.4	22		
10	Chouteau	Material represents Ledge 10 Chouteau Formation									
	Sample complies with Specification 1005 coarse aggregate for PCCP, 1" max, or PCCM, Gradation D.										
100510..OPTLD1	095J2D001	2009 0302	21.43	23	2.634	1.4	98	10.2	19		



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St. Louis, Missouri 63114

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FAX: (314) 991-9624

Dear Reviewing Entity,

Over the past several years there has been some confusion regarding the BASF blending agents used to produce cationic high float emulsions. BASF manufactures a variety of systems for various applications. For clarification I have attached a certification for the system BASF manufactures specifically for cationic high float emulsions.

Please contact me if you have any questions.

Patrick G. Palmer

Vice President, St. Louis Operations



The Chemical Company

DATE: February 16, 2016
TO: Missouri Petroleum, Inc.
FROM: Arlis Kadrmas – Technical Account Manager – BASF
RE: Certification of Latex for Formulation in Cationic High Float Specifications

This letter is to certify that the latex supplied by BASF known as, Butonal NX-1122X, was specifically formulated for use as a blending agent to produce cationic high float asphalt emulsions.

Please submit any questions to my attention at (316) 200-7326 or e-mail: arlis.kadrmas@basf.com.



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Fax: (314) 645-8898

Mr. Tim Parker
Manager of Chip Seal Operations
Missouri Petroleum
1620 Woodson Road
St. Louis, MO 63114

Dear Mr. Parker,

4/14/17

Please be advised that the emulsion (CHFRS-2P) we intend to manufacture for the 2017 Chip Seal Pavement Preservation for Boone County, Calloway County and the City of Holts Summit, Project 19-18APR17 will meet MODOT specifications. All CHFRS-2P manufactured at Bi-State Emulsions uses NX-1122-X, SBR latex with high float additive, manufactured by BASF. All B/L's for this project will carry a MODOT certification number. This number verifies the material has been tested according to state regulations and passes all required testing for certification.

Patty Kunkel

Plant Manager
Bi-State Emulsions LLC



Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain

Aggregate Type: 3/8" Clean Boone County Trap Stockpile

Aggregate Application Rate: 23 ± 5 pounds/square yard*

Emulsion Source: Bi-State Emulsions

Emulsion Type: CHFRS-2P composed of SBR Polymer and
BASF High Float Blending Agent NX 1122 X

Emulsion Application Range: 0.38 - 0.42 gallons/square yard**

Richard E. Holesinger, P.E.

14-Apr-17

Date

Prepared for: 2017 Chip Seal Pavement Preservation for Boone
& Calloway Counties and The City of Holts Summit
Project No. **19-18APR17**

* Contract specified range: 22-26 lbs/sy

** Contract specified range 0.38-0.45 gal/sy

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Alternate Aggregate Seal Coat Design

Project 19-18APR 17

Stockpile Location

A mix designed was performed on the aggregate stockpiled in the north facility. It appears that more material passes the sieves from the ¼ inch down which reduces the median and ALD particle sizes. The aggregate also contains a higher than normal amount of dust.

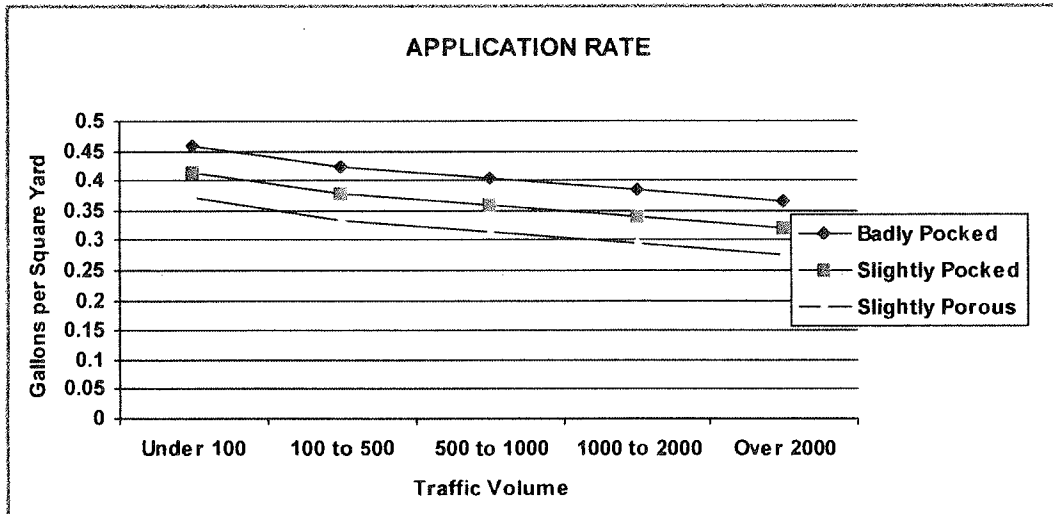
Even with the noted parameters we believe that the stockpiled aggregate will make acceptable chip sealing material given the fact that you are using high float emulsion with better bonding characteristics.

SEAL COAT DESIGN

ID	Sample	Project	Location	Sampled	Tested	Test ID	Agg ID
1	IM 1	Boone CO	Various	2/15/2017	2/15/2017		
PERCENT				AggType	IM Trap	Binder ID	Bi-State
Passing 1/2	100			Agg Size	3/8 x 1/4	Binder Type	CHFRS2P
Passing 3/8	97						
Passing 1/4	54	Retained 1-3/4	0	Passing 1-3/4	0		
Passing No 4	26	Retained 3/4-1/2	0	Passing 3/4-1/2	0		
Passing No 8	8	Retained 1/2-3/8	24	Passing 1/2-3/8	133		
Passing No 16	4	Retained 3/8-1/4	722	Passing 3/8-1/4	701		
Passing No 50	2	Retained 1/4-No 4	243	Passing 1/4-No 4	240		
Passing No 200	1.4						

MEDIAN	0.24	Waste	1.1	Residual Asphalt	0.67
FLAKINESS	0.52	Traffic	0.7	COVER	22.6927
ALD	0.21	Surface	0.06	FLAT	0.3394236
Bulk SG	2.627	Aggregate Absorption	0.4	NOT FLAT	0.3757237
Loose UW	80.9	Absorption Correction	0	GRAPH VALUES Below (Gal/SY)	
	0.5064811				

Traffic Factor	Badly Pocked	Slightly Pocked	Slightly Porous	Vehicles / Day
0.6	0.3641	0.3193	0.2745	Over 2000
0.65	0.3832	0.3384	0.2937	1000 to 2000
0.7	0.4023	0.3576	0.3128	500 to 1000
0.75	0.4215	0.3767	0.3319	100 to 500
0.85	0.4598	0.4150	0.3702	Under 100





March 6th, 2017

Mr. Rick Holesinger
 Missouri Petroleum
 St. Louis, MO 63114

Re: IMTR 3/8" x 1/4" – STL County Project CR-1694, 2016 Cape Seal Program

Dear Mr. Holesinger:

Fred Weber, Inc. certifies that the 3/8" x 1/4" (FWI product #42) supplied from our Iron Mountain Trap Rock Quarry will comply with the requirements of Section 1003 "Aggregates for Seal Coats" of the *Missouri Standard Specifications for Highway Construction* and the requirements of Section 1003 "Aggregates for Seal Coats" of the *St. Louis County Standard Specifications for Road and Bridge Construction*.

A typical gradation of this material is as follows

Percent by Weight (Mass)

<u>Size</u>	<u>Gradation</u> (% Passing)	<u>Grade A1 Aggregate</u> <u>MoDOT Spec.</u> (%)	
1/2"	100	100	
3/8"	98	97-100	
#4	19	0-25	
#200	0.6	0-1.0	
Deleterious Rock:	0.0%	Two Fractured Faces:	100%
Shale:	0.0%	Thin, Elongated Particles (5:1):	10%
Other Foreign Material:	0.0%	Micro-Deval Abrasion:	2%
Total Deleterious:	0.0%	Bulk Specific Gravity:	2.627
		Absorption:	0.4%

If I may be of further service, please call.

Sincerely,

FRED WEBER, INC.

Digitally signed by David B. Marshall, P.E.
 DN: cn=David B. Marshall, P.E., o=Fred Weber, Inc., ou=Quality
 Control Manager, email=dbmarshall@fredweberinc.com, c=US
 Date: 2017.03.06 13:54:31 -0600

David B. Marshall, P.E.
 Director, Quality Control

An Equal Opportunity Employer

2320 CREVE COEUR MILL ROAD * P.O. BOX 2501 * MARYLAND HEIGHTS, MISSOURI 63043-8501
 314.344.0070 FAX 314.344.0970
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SOILS AND AGGREGATES

Unit Weight test report

Project :	IMTR QC , Production/Stockpile/Loadout	Client :	Iron Mountain Trap Rock
Contract / Lot :	91000 , Iron Mountain Trap Rock /		
Supplier / Site :	Iron Mountain Trap Rock - Iron Mountain,	Ledge :	IM 1
Formation :	Rhyolite (Porphyry)	Quantity (ton):	0
Testing Lab :	PQ - IMTR Field Lab		

Sampling

Sampled by:	Fred T. Miller	Sample No.:	16AGG3287
Usage:	Seal Coat	Reference No.:	
Grading :	3/8" x 1/4" (IMTR) 7/13-SEC. 1002-#42,	Sampling date:	10/26/2016 10:00
Sampling location:	Belt Stream (IMTR Wash Plant #1)	Receiving date:	10/26/2016
Done by :	John E. Drury	Date :	2/15/2017

Unit Weight AASHTO T19

Results	Compact - Rodding	Compact - Jigging	Loose - Shoveling
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Mold + sample weight 2 :	18495.5		17196.6
Mold + sample weight 3 :	18207.7		17183.7
Bulk specific gravity of Aggregate :	2.627		2.627
Water Unit Weight :	62.4 lb/ft ³		62.4 lb/ft ³
Unit Weight :	88.9 lb/ft ³		80.9 lb/ft ³
Voids % :	45.8 %		50.7 %
Unit Weight average :	88.9 lb/ft ³		80.9 lb/ft ³
Variation between tests :			
Voids % average :	45.8 %		50.7 %
Variation between tests :			



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Patty Kunkel

Plant Manager
Bi-State Emulsions LLC

Interstate Testing Services



9713 Dielman Rock Island Dr. • St. Louis, MO 63132
Tel. 314-994-0641

Date 2/15/2017
Contract ID N/A
Job # 19-18 APR 17
COUNTY BOONE & CALLAWAY

Material 3/8" Clean Trap
Producer/Supplier Iron Mountain
Plant N/A
Technician MAB

Reported are the results for the sieve analysis of aggregate delivered to our laboratory.

T-27 Sieve Analysis

	WEIGHT	PERCENT	GRAD.	Percent Passing
			100.0	100
1"	0.0	100.0	100.0	100
3/4"	0.0	100.0	100.0	100
1/2"	0.0	100.0	100.0	100
3/8"	82.8	97.3	97.3	97
1/4"	1347.7	53.9	53.9	54
4	879.7	25.6	25.6	26
8	562.1	7.5	7.5	8
16	109.2	4.0	4.0	4
30	38.3	2.8	2.8	3
50	21.2	2.1	2.1	2
100	12.5	1.7	1.7	2
200	9.4	1.40	1.4	1.4
PAN	6.1			
WET WT				
DRY WT.	3106.2			
WASHED WT.	3068.9			
P-200	37.3			



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305
Fax: (314) 991-9624

Boone County

List of Equipment for 2017 Aggregate Seal Coat

2 Asphalt Distributors

1 Chipsreader

2 Brooms

2 Pneumatic Rollers

1 Patch Truck

2 Pickups

5 Tandem Dump Trucks



BOONE COUNTY, MISSOURI
Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit

ADDENDUM # 3 - Issued May 1, 2017

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*.

Bid due date and opening date have been changed to the following:

Day / Date: **TUESDAY APRIL 25, 2017**
Time: **9:15 A.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 on the Northwest corner at 7th St. and Ash St. Wheelchair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **TUESDAY APRIL 25, 2017**
Time: **9:30 A.M.**

Location / Address: **Boone County Government Center
Commission Chambers
801 E. Walnut
Columbia, MO 65201**

By: _____
**Phil Fichter, Buyer
Boone County Purchasing**

OFFEROR has examined **Addendum #3** to Request for Bid #19-18APR17-2017 **Chip Seal Pavement Preservation**, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____
Phone Number: _____ Fax Number: _____
E-mail: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit

ADDENDUM # 2 - Issued May 1, 2017

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*.

The following clarification is included:

1. The project location map titled "Boone County 2017 Limestone Chip Seal" and the project list titled "2017 Pavement Preservation Limestone Chip Seal Projects – Boone County" shall be replaced with the attached project location map and project list.

2. Section 2.3.1.6. shall be replaced with the following:
The aggregate for 3/8" Preservation Chip Seal shall be 3/8" x 1/4" Iron Mountain Trap Rock or approved equal meeting the requirements of Grade A1 Aggregate for seal coats as described in Section 1003 of Missouri Standard Specification for Highway Construction, 2016.

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

OFFEROR has examined **Addendum #2** to Request for Bid #19-18APR17-2017 **Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #19-18APR17-2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit

ADDENDUM # 1 - Issued May 1, 2017

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*.

The following clarification on **Time of Bid Submission Deadline** is included:

Bid Submission Deadline

Tuesday, April 18, 2017

8:45 A.M.

Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St., Room 111
Columbia, Missouri, 65201

By: _____

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid #19-18APR17-2017 **Chip Seal Pavement Preservation for Boone & Callaway Counties and The City of Holts Summit**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

RFP #19-18APR17

5/1/17



Request for Bid (RFB)

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

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: PFichter@boonecountymo.org

Bid Data

Bid Number: **19-18APR17**
Commodity Title: **2017 Chip Seal Pavement Preservation for Boone & Callaway
Counties and The City of Holts Summit**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY APRIL 18, 2017**
Time: **9:15 A.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 on the Northwest corner at 7th
St. and Ash St. Wheelchair accessible entrance is available on the South
side of the building.

Bid Opening

Day / Date: **TUESDAY APRIL 18, 2017**
Time: **9:30 A.M.**
Location / Address: **Boone County Government Center
Commission Chambers
801 E. Walnut
Columbia, MO 65201**

Pre-Bid Meeting

Day / Date: **TUESDAY APRIL 11, 2017**
Time: **10:00 A.M.**
Location / Address: **Room 301
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201**

Bid Questions Deadline: *All questions pertaining to the project must be
received by 3:00 p.m. on April 13, 2017.*

**Technical questions should be directed to the Project Manager, Dan
Haid, at DHaid@BooneCountyMO.org**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Standard Terms and Conditions**
- Debarment Certificate**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Contractor's Affidavit Regarding Settlement of Claims**
- Anti-Collusion Statement**
- Signature and Identity of Bidder**
- Contractor's Affidavit Regarding Settlement of Claims**
- Bidder's Acknowledgement**
- Prevailing Wage Order 23**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Sample Contract Agreement**
- *Sample Performance Bond**
- *Sample Labor and Material Payment Bond**

***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

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. "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

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 / "Party of the Second Part"** - 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.

Contractor or "*Party of the Second Part*" - shall mean the party having entered into contract to perform the work herein specified.

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

"*Director*" shall mean the Director of Boone County Resource Management or his/her designated representative.

"*Engineer*" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"*Work*" of the Contractor includes labor or material, or both.

"*As directed*", "*as required*", "*as permitted*", "*acceptable*" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"*Or equal*" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

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** - Any questions or clarifications concerning bid documents should be addressed to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390 E-mail: PFichter@boonecountymmo.org.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is 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.
- 1.7. **PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:
No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.
- 1.8. The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.
- 1.9. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.
- 1.10. **Assignments:** No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.
- 1.11. The Contractor shall pay for all materials, supplies, services, and equipment as follows:
1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
 2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the

cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

- 1.12. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 1.13. **COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.
- 1.14. **PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 1.15. **DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.
- 1.16. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:
"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."
- 1.17. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 1.18. **LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 1.19. **EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

- 1.20. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. 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, 1987.
- 1.21. **TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:
 (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.
- 1.22. **SALES TAX EXEMPTION PROCEDURE:** 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 the 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.
- 1.23. **WARRANTY AND GUARANTEE -** Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
- 1.23.1. **Correction or Removal of Defective Work -** If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).
- 1.23.2. **One Year Correction Period -** If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would

cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

- 1.24. **SUBCONTRACTORS, SUPPLIERS AND OTHERS** - Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

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 the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and perform **single layer Preservation Chip Seal treatments on the BOONE & CALLAWAY COUNTIES and The City of Holts Summit roads listed herein using CHFRS-2P asphalt emulsion and Trap Rock.**
- 2.1.1. **DESIGNEE: Boone County Resource Management, 801 E. Walnut, Columbia, MO 65201**
- 2.2. **PRE-BID CONFERENCE** - An **optional** pre-bid conference has been scheduled for **April 11, 2017 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.
- 2.3. **BID QUESTIONS DEADLINE**- All questions pertaining to the project must be received by **3:00 p.m. on April 13, 2017. Technical questions should be directed to the Project Manager, Dan Haid at DHaid@BooneCountyMO.org .**
- 2.4. **CONTRACT TIME:**
Boone County (All Work) - 12 Working Days
City of Holts Summit – 5 Working Days
Callaway County – 10 Working Days
- 2.5. **LIQUIDATED DAMAGES** - \$500 Per Working Day
- 2.6. **ANTICIPATED NOTICE TO PROCEED DATE** - On or about July 17, 2017. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.
- 2.7. **SEEDING & EROSION CONTROL PERFORMANCE BOND AMOUNT** – None Required.
- 2.8. **PLANS & SPECIFICATIONS** – There are no additional plans or specifications for this bid other than those provided as a part of this bid document.
- 2.9. **PREVAILING WAGE** - Not less than the 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. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.
- 2.10. Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.
- 2.11. Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.
- 2.12. **REFERENCE DOCUMENT DEFINITIONS** - Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:
 - 2.12.1. **Boone County Roadway Regulations Chapter II:** The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
 - 2.12.2. **MO-DOT Standard Specifications:** The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
 - 2.12.3. **MUTCD:** The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

- 2.13. **PAYMENT** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.14. **INSTRUCTIONS TO BIDDERS:** The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.
- 2.14.1. All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.
- 2.14.2. Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.
- 2.14.3. **Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**
- 2.14.4. The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.
- 2.14.5. Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.
- 2.14.6. Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.
- 2.14.7. Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.
- 2.14.8. Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.
- 2.14.9. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.
- 2.14.10. Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract**

Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.

- 2.14.11. If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in Section 2.3. of the bid document. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.
- 2.14.12. Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.
- 2.14.13. The Bidder should be sure to complete the following forms and shall attach the bid security to the Bid Response. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

2.15. **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.

2.15.1. **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.

2.15.2. **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 injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance

shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.15.4. **Errors or Omissions** - Contractor agrees to maintain Professional Liability to cover claims arising out of the negligent acts, errors or omissions of Contractor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$2,000,000.
- 2.15.5. **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.
- 2.15.6. **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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.15.7. **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.

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

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

Certificate Holder address:

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

- 2.16. **GENERAL SPECIFICATIONS - GENERAL SPECIAL PROVISIONS:** Except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

2.16.1. **SECTION 1. - DEFINITIONS**

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- A. **Owner:** Shall mean the County of Boone, County of Callaway, and The City of Holts Summit as contracting agency acting by and through any of its authorized representatives.
- B. **Commission:** Shall mean the Boone County Commission.
- C. **Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

2.17. **PROPOSAL REQUIREMENTS AND CONDITIONS**

- 2.17.1. **Interpretation of Proposed Quantities.** The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

- 2.17.2. **Bid Guaranty.** Each bid shall be accompanied by a bid guaranty. The character and the amount of the bid guaranty to be furnished by Bidders shall be stated in the bid for each project. The bid guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such bid guaranty.

- 2.17.3. **Delivery of Bid.** Each bid shall be submitted in a sealed envelope marked clearly to indicate its contents. All bids shall be filed prior to the time and at the location specified in the Notice To Bidders. Bids received after the time for opening of bids will be returned to the bidder unopened.

- 2.18. **AWARD AND EXECUTION OF CONTRACT** - The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.
- 2.19. **CONTROL OF WORK**
- 2.19.1. **Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.
- 2.19.2. **Authority and Inspection.** The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.
- 2.19.3. **Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.
- 2.19.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.
- 2.20. **CONTROL OF MATERIAL**
- 2.20.1. **Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.
- 2.20.2. **Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.
- 2.21. **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**
- Safety Provisions.** Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the

public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

2.22. PROSECUTION AND PROGRESS

- 2.22.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.
- 2.22.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

2.23. MEASUREMENT AND PAYMENT

- 2.23.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.
- 2.23.2. No payment will be made on account of materials not yet incorporated into the work.
- 2.23.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.
- 2.23.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:
 - a.) Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
 - b.) Failure to properly submit certified copies of labor payrolls required under Section 10.
 - c.) Defective work not remedied.
 - d.) Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
 - e.) A reasonable doubt that the contract can be completed for the balance then unpaid.
 - f.) Damage to another Contractor.
- 2.23.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.
- 2.23.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.
- 2.23.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.
- 2.23.8. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

- 2.23.8. **Release of Retained Percentages:**
- 2.23.8.1. Prior to any release of retained percentage the Contractor shall file with the County the following:
- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
 - b. Written consent of the surety to such payment;
 - c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 - d. Any other documents which may be required by the contract or the Engineer.
- 2.23.8.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.
- 2.23.8.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.
- 2.24. **MATERIAL AND WORKMANSHIP** – All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.
- 2.25. **STATE WAGE RATE REQUIREMENTS**
- 2.25.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.
- 2.25.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.
- 2.25.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.
- 2.25.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:
- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
 - b. Check the payroll for correct employee classification.
 - c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
 - d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
 - e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
 - f. All checking by the County will be made in red pencil and initialed by the checker.
 - g. Final payroll will be marked "Final" or "Last Payroll."
 - h. A record of all payrolls will be maintained by the County.
- 2.25.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

- a. In the Owner's office:
 - 1. Missouri Equal Employment Opportunity Notice.
 - 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 - b. On the Project:
 - 1. State Wage Rates Notice.
 - 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 - 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
 - 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
 - 5. Notice requesting referral of minorities by present employees.
- 2.25.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.
- 2.26. **SPECIFICATIONS AND PLANS** - The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
- 2.27. **PROTECTION OF WORK** - The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.
- 2.28. **OVERHEAD LINE PROTECTION** - The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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.

- 2.29. **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.

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.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

2.30. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION** - The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

2.31. **INTERFERENCE** - All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

2.32. **METHOD OF PAYMENT** - The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

2.33. **SPECIAL PROVISIONS**

2.33.1. **3/8" Preservation Chip Seal Treatment**

2.33.1.1. All material shall conform to Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details, and specifically as follows:

<u>Item</u>	<u>Section</u>
Cationic High Float Rapid Set Emulsion (CHFRS-2P)	409
Aggregate for Seal Coats	1003
Sand	1002

2.33.1.2. Bidder shall submit a design report for the 3/8" Preservation Chip Seal Treatment capable of meeting MoDOT requirements for chip seal prior to award of bid.

2.33.1.3. CHFRS-2P shall also meet the requirements of tests conducted in accordance to ASTM D2397. The material shall have a minimum float value of 1800 when tested in accordance to ASTM D139. The Cationic High Float Polymer Modified Emulsion (CHFRS-2P) must be milled from premodified asphalt (PG 70-22 or PG 76-22) or milled with an unmodified asphalt, a SBR Polymer and a BASF (or equivalent) blending agent.

Contractor shall submit in writing to County prior to award of bid, documentation from supplier of material and additives that the CHFRS-2P to be used under this contract meets these requirements.

2.33.1.4. The emulsion application rate will be determined by the engineer based on a site by site evaluation. Application rates shall range from 0.38 to 0.45 gallons per square yard per lift.

- 2.33.1.5. The aggregate application rate shall be 22-26 pounds per square yard.
- 2.33.1.6. The aggregate for 3/8" Preservation Chip Seal shall be 3/8" x 1/4" Iron Mountain Trap Rock or approved equal meeting the following requirements:

The porphyry aggregate shall have a Bulk Specific Gravity of 2.55 to 2.75 when tested in accordance with ASTM C127. The aggregate shall not have a percent or wear exceeding 20 when tested in accordance with AASHTO-T96 (Los Angeles Abrasion).

- 2.33.1.7. All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.
- 2.33.1.8. Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.

2.33.2. LIMESTONE CHIP SEAL TREATMENT

2.33.2.1. All material shall conform to Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details, and specifically as follows:

<u>Item</u>	<u>Section</u>
Cationic High Float Rapid Set Emulsion (CHFRS-2P)	409
Aggregate for Seal Coats	1003
Sand	1002

Bidder shall submit a design report for the Limestone Chip Seal Treatment capable of meeting MoDOT requirements for chip seal prior to award of bid.

2.33.2.2. Bidder shall submit a design report for the Limestone Chip Seal Treatment capable of meeting MoDOT requirements for chip seal prior to award of bid.

2.33.2.3. CHFRS-2P shall also meet the requirements of tests conducted in accordance to ASTM D2397. The material shall have a minimum float value of 1800 when tested in accordance to ASTM D139. The Cationic High Float Polymer Modified Emulsion (CHFRS-2P) must be milled from premodified asphalt (PG 70-22 or PG 76-22) or milled with an unmodified asphalt, a SBR Polymer and a BASF (or equivalent) blending agent.

Contractor shall submit in writing to County prior to award of bid, documentation from supplier of material and additives that the CHFRS-2P to be used under this contract meets these requirements.

2.33.2.4. The emulsion application rate will be determined by Boone County Maintenance Operations (MO) Road Superintendent based on a site by site evaluation. Application rates shall range from 0.4 to 0.5 gallons per square yard per lift.

2.33.2.5. The aggregate application rate shall be 21-26 pounds per square yard.

2.33.2.6. The aggregate shall be limestone with the following characteristics:

Absorption = 3.5% or less
L.A. Abrasion Test = 34% or less

Gradation:

Sieve Size	Percent Passing by Weight
¾"	100
½"	85-100
3/8"	30-65
#4	0-8

2.33.2.7. All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.

2.33.2.8. Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.

2.33.3. **EQUIPMENT** – The following equipment or its equivalent will be required:

2.33.3.1. Distributor: The contractor shall provide a distributor, for heating and applying bituminous materials that meet the requirements of Section 409.4 of Missouri Standard Specifications for Highway Construction. The tachometer shall be readily visible to the operator and have a dial reading registering liters per minute (gallons per minute) passing through the nozzle. The tachometer well shall not be in contact with heating tube. A hose and spray nozzle attachment shall be provided for applying asphalt material to patches and areas inaccessible to the spray bar. The distributor shall be provided with heaters that can be used to bring the asphalt material to the spray application temperature. The distributor shall have a computer controlled application system and be equipped with a bitumeter with a dial gauge registering (feet) meter of travel per minute and shall be visible by the driver.

The extended width of application of the spray bar shall be 16 feet with provision for lesser width when necessary.

The distributor shall be provided with a full circulatory system that includes the spray bar.

The distributor shall be cleaned of foreign contaminants before it is used.

2.33.3.2. Broom: A mechanical type power broom shall be used for removing loose material from the surface to be treated. The broom shall be equipped with plastic bristles.

2.33.3.3. Rollers: A minimum of two oscillating-type pneumatic-tire rollers shall be required to roll aggregate after spreading. The pneumatic-tire rollers shall be self-propelled with smooth-tread pneumatic tires of equal size staggered on the axles at such spacing and overlaps as will provide uniform pressure to seat the cover aggregate into the bituminous material without fracturing the aggregate particles. The pneumatic-tire rollers shall weight from 5 to 8 tons, shall be operated at a speed not to exceed 5 mph, shall have a contact pressure of 60 psi to 80 psi and shall have a total compacting width of not less than 60 inches.

2.33.3.4. Aggregate Spreader: The aggregate spreader shall be a self-propelled mechanical spreader, equipped with a computer guided system and positive controls capable of uniformly distributing a 24 foot wide band of aggregate at a prescribed rate in a single-pass operation over the surface to be sealed. The operation of aggregate spreaders at speeds which cause aggregate to 'roll over' after striking the emulsion covered surface will not be permitted. Aggregate spreaders will not be operated on uncovered polymer modified emulsified asphalt. Spreaders shall be calibrated before operation on the project.

2.33.3.5. Hauling Equipment: Hauling equipment shall be operated in a prudent manner and at moderate speeds that will not damage the new chip seal or create a hazard to the traveling public. Trucks that transport aggregate shall be legally licensed, in good working condition, and be equipped with the safety devices required by the United States Department of Transportation. All trucks shall be attached to spreader by mechanical means to minimize spillage.

2.33.4. **CONSTRUCTION REQUIREMENTS**

2.33.4.1. Weather Limitations: Polymer modified emulsified asphalt shall not be applied when the pavement or air temperature is below 70°F, nor if the relative humidity is higher than 75%, nor if the wind velocity will prevent the uniform application of the bitumen or aggregate. The chip

seal coat shall be applied when the pavement surface is dry, and when the weather is not foggy or rainy. The placing of polymer modified emulsified asphalt preservation chip seal coat will not be allowed before May 1 or after September 30.

- 2.33.4.2. Preparation of Surface: Immediately before applying the polymer modified emulsified asphalt, any loose material, grease, and other petroleum distillates, dirt, clay, or other objectionable organic or inorganic materials shall be removed from the surface to be sealed. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all objectionable material from the pavement surface. Material removed from the surface shall not be mixed with the cover aggregate. The surface should be clean and dry as approved by the Engineer.
- 2.33.4.2.1. **Additional Post-Sweeping at County's Discretion.** This sweeping would be performed approximately 30 days after treatment and will be used at the County's discretion or may not be used at all. CONTRACTOR should provide in the space provided on the bid form a minimum quantity required to perform additional sweeping.
- 2.33.4.2.2. The CONTRACTOR shall be responsible for furnishing and placing masking materials over all sewer, utility, and traffic control device covers and inlet grates located in the roadways to be treated. All such material shall be removed and disposed of after the surfacing material has cured.
- 2.33.4.3. Application of polymer modified emulsified asphalt: The polymer modified emulsified asphalt shall be applied by means of a pressure distributor in a slow, uniform, continuous spread, without missing or overlapping, at a truck speed consistent with the placement of the cover aggregate. Boone County would prefer for the roads to be treated full width, however if this is not possible, polymer modified emulsified asphalt shall be applied one-half the width of the surface at a time, with the center lap of the application placed at the lane line of the traveled way and kept as narrow as practicable. The other side of the roadbed shall be left open to traffic. Polymer modified emulsified asphalt shall not be applied at a greater distance than can be immediately covered by aggregate before the emulsion breaks or as approved by the Engineer.
- 2.33.4.3.1. The application rate of polymer modified emulsified asphalt for the chip seal shall be within the limits in Section 2. A minimum of 200 gallons of polymer modified emulsified asphalt shall remain in the distributor tank at all times except for the last shot on the project. The emulsion should be uniformly applied through the pressure distributor at a temperature specified by the Engineer between 150°F and 185°F. The temperature used for spraying at a given spray bar pressure should not be that which causes fogging when the asphalt material leaves the spray bar.
- 2.33.4.3.2. The angle of the spray nozzles and the height of the spray bar shall be set to provide a triple coverage fan pattern. The frame of the distributor shall be blocked or snubbed to the axle of the truck to maintain a constant spray bar height above the road surface during discharge of the load. An alternate method of maintaining constant spray bar height may be approved.
- 2.33.4.3.3. To ensure uniform application of the polymer modified emulsified asphalt at the beginning of each distributor load, a portion of the roadbed surface shall be covered with building paper. The area covered by the building paper shall be used at the starting point for each distributor load or each part of a load after a temporary delay. If the cut-off is not positive on the distributor, the use of paper shall be required at the end of each spread. For the next application, the leading edge of the paper is placed within ½" of the cut off line of the previously laid treatment. The paper shall be removed and disposed of in an approved manner. The distributor shall be moving forward at the proper application speed when the spray bar is opened. A hand spray shall be used apply emulsified asphalt necessary to touch up all spots missed by the distributor.

Any skipped areas or deficiencies shall be corrected. Junctions of spreads shall be carefully made to insure a smooth riding surface. The application of emulsified asphalt on adjacent Portland cement or asphaltic concrete pavements, curbs, bridges, or any areas not specified to be sealed shall be avoided. The CONTRACTOR shall immediately clean up any such spills to the satisfaction of the Engineer.

- 2.33.4.3.4. If the chip seal is to be constructed on a bituminous surface in which the binder material was other than asphalt cement, the placing chip seal coat will not be permitted until the underlying bituminous course has cured 15 to 30 days, as directed by the Engineer.
- 2.33.4.3.5. From 4 to 6 inches of the centerline edge of the initially treated lane shall be left uncovered with aggregate to allow for an overlap of asphalt binder when the remaining half of the surface is treated. The CONTRACTOR will be required to remove the excess material occurring as a result of dual application of product along construction seams.

2.33.5. **APPLICATION OF COVER AGGREGATE**

- 2.33.5.1. In general, the cover aggregate shall be placed within 30 seconds following the application of the emulsified asphalt. Operations shall not proceed in such a manner that the emulsified asphalt will be allowed to chill, set up, dry or otherwise impair retention of the cover aggregate. The cover aggregate shall be spread by means of a self-propelled mechanical spreader accurately measuring and uniformly spreading the aggregate.
- 2.33.5.2. The quantity of cover aggregate to be used per square yard shall be in accordance with Section 2 depending on the physical properties of the material used. The Engineer shall determine the exact rate. Aggregates shall be dry or surface damp (saturated surface dry – SSD) at the time of application. SSD shall be considered the condition when no visible film of water exists on the aggregate. The moisture content of the aggregate shall not exceed 2% by weight. The Engineer may require that the cover aggregate be moistened with water to enhance cohesive properties of the emulsified asphalt. Spreading shall be accomplished in a continuous manner, without stopping between trucks, and in such manner that the tires of the trucks or aggregate spreader at no time contact the uncovered and newly applied emulsified asphalt. All portions of the surface not covered by mechanical spreaders shall be hand spotted so that the entire surface will be uniformly covered. Light hand brooming may be necessary to distribute excessive aggregate.
- 2.33.5.3. Rolling: Rolling shall begin immediately behind the spreader and shall consist of at least two complete coverage's with the pneumatic-tire roller. Initial rolling shall consist of one complete coverage and shall begin immediately behind the spreader. Initial rolling shall be completed within 15 minutes of the time that the aggregate was spread. Asphaltic emulsion and aggregate shall not be spread more than 1,000 feet ahead of completion of initial rolling operations. The second roller shall be used for the second complete coverage to smooth and adequately seat the aggregate. All rolling shall be completed the same day as the cover aggregate is applied. Rolling shall proceed in a longitudinal direction, beginning at the outer edges of the treated surface and working toward the center. Each pass by the roller shall overlap the previous pass by one-half the width of the front wheels.
- 2.33.5.4. Brooming: The CONTRACTOR will be responsible for sweeping all loose aggregate after the embedded aggregate has set. Sweepings should be disposed of off-site, or in areas where the amount of sweepings will negatively affect drainage, mowing, or aesthetics of adjacent ditches and yards.
- 2.33.6. **TRAFFIC CONTROL**
- 2.33.6.1. Traffic Control and Safety: No traffic shall be permitted on the seal coat until all rolling has been completed. The Contractor shall control traffic for at least two hours after the completion of rolling. The CONTRACTOR'S supply trucks shall observe these traffic controls.
- 2.33.6.2. The beginning and end of the work zones shall have the following signs posted: 'Flagger Ahead', 'Fresh Oil', and 'Road Construction Ahead'. All side streets shall have 'Road Construction Ahead' signs placed as directed by the Engineer and all signs shall conform to Section 1041 Construction Signs. All signs shall be installed on permanent holding frames, one foot above the ground and shall remain in place at each job site until all sweeping operations are complete. Signs shall be safely installed so not to block vehicle or pedestrian line of sight and shall be resistant to wind gusts.
- 2.33.6.3. In accordance with Section 616 flaggers equipped with 2-way hand-held radios shall assist traffic through the project in a manner that provides safety for the traveling public, workmen, and equipment while imposing minimal interruption of the work. When applying chip seal to arterial roads and intersection, lanes shall be coned off for safety and traffic control during daylight hours.

2.33.6.4. Safety precautions shall be used at all times during progress of the work. Workmen shall be equipped as required by the Manual on Uniform Traffic Control Devices.

2.33.7. **METHOD OF MEASUREMENT AND BASIS OF PAYMENT** - Preservation Chip Seal shall be measured and paid for by the square yard. Unless deviations from plans or errors are observed, planned quantities will be used and no actual measurement will be taken of completed work.

The amount of completed work as described above shall be paid for at the contract unit price bid per square yard. Prices shall be considered full compensation for furnishing all labor, equipment, materials, and insurance required for the project.

A copy of all tickets for material and oil shall be given to the County for proper accountability and billing procedures.

2.33.8. **PROJECT DEDUCTION** - Description for deduct for the performance of 3/8" Preservation Chip Seal Treatment using **Boone County's existing stockpile of trap rock:**

- Deduct will apply to item: 3.8.1. 3/8" Preservation Chip Seal Treatment
- Requirements for work for this item will be the same as that for 3/8" Preservation Chip Seal Treatment, except that contractor will use existing stockpile of Iron Mountain Trap Rock located at 5501 North Oakland Gravel Rd. (Boone County Maintenance Facility).
- Bidders will have the opportunity to examine stockpile and may perform gradation testing on this aggregate for bidding purposes if so desired. Please contact Project Manager to arrange for time to access stockpile.
- Contractor will be required to submit separate design formula (including gradation testing) for work performed with this aggregate from that of bid item 3/8" Preservation Chip Seal.
- It is estimated there is approximately 2,000 tons of Iron Mountain Trap Rock in existing stockpile.
- County may choose to use this bid item in any quantity County desires, but will notify Contractor of intent of use prior to beginning work so Contractor will have opportunity to make material for item 3/8" Preservation Chip Seal, to be used for remaining work available
- This item will only be available for use on Boone County work, not for use of any other entity.

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, 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** - 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. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 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.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the “General Specifications”, “Technical Specifications”, and “Special Provisions”, if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of “Unit Price” by “Quantity” as shown under “Extended Total”. If there is a discrepancy between the “Unit Price” and the “Extended Total” the “Unit Price” shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Primary Specifications and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder’s Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced

from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Email Address: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Prompt Payment Terms: _____

4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

4.8. PRICING

Description	Unit	Qty.	Unit Price	Total
4.8.1. 3/8" Preservation Chip Seal Treatment	SY	348,173	\$	\$
4.8.2. Temporary Centerline Markers (Spaced 40' o/c) <i>*Note: Quantity shown is the Boone County estimated quantity. Callaway County and The City of Holts Summit do not plan to install centerline markers but this pricing shall be available to Boone and Callaway Counties and The City of Holts Summit to use at their discretion.</i>	EA	930	\$	\$
4.8.3. Additional Post-Sweeping (per Section 2.33.4.2.1.)	SY	199,738	\$	\$
4.8.4. Limestone Chip Seal Treatment	SY	288,901		
4.8.5. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.4.2.1.				
Bid Total				\$

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

Project Deduction (See Section 2.33.8. for Description)

Deduct - Boone County Only	Unit	Price
Deduct for use for County Provided aggregate in item 3/8" Preservation Chip Seal	SY	\$

4.9. **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.**

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

4.9.1. **List all Sub-Contractors planned to be utilized on this project:** _____

4.9.2. Authorized Representative (Sign By Hand):


4.9.3. Type or Print Signed Name:

4.9.4. Today's Date: _____

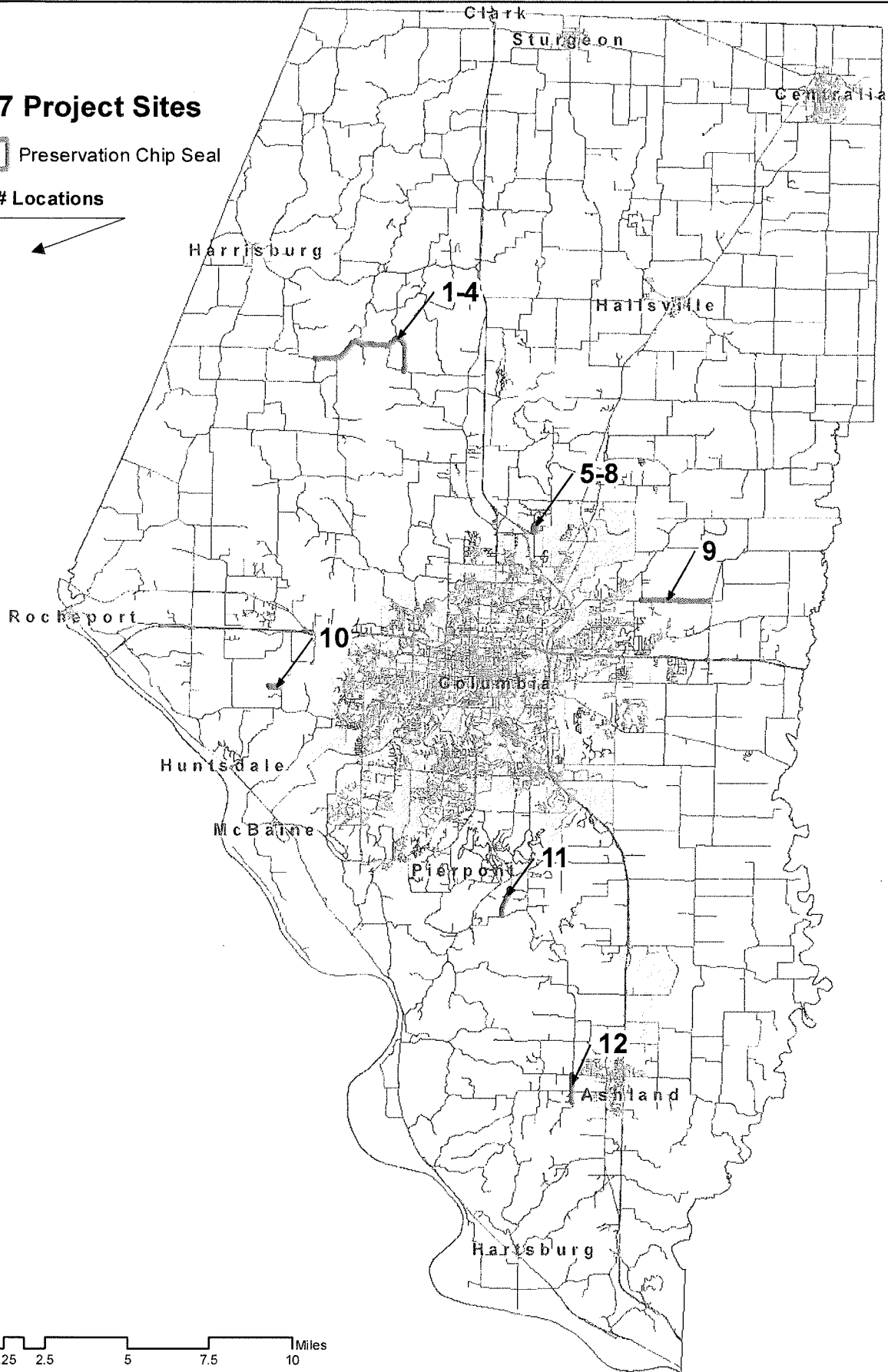
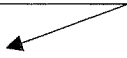


Boone County 2017 Preservation Chip Seal

2017 Project Sites

 Preservation Chip Seal

Site # Locations



0 1.25 2.5 5 7.5 10 Miles



2017 Pavement Preservation Preservation Chip Seal Projects

Revised: 3-22-17

Site #	Project	Description	Length (ft.)	Quantity (SY)
1	Benedict Rd	Rte E to Hwy YY	8,110	20,103
2	Red Rock Rd	Hwy YY to Silver Fork Hill Rd	5,374	13,388
3	Silver Fork Hill Rd	Red Rock Rd to Dripping Springs Rd	1,590	4,677
4	Dripping Springs Rd 1	Silver Fork Rd to ~350' S of Stone Dr	6,419	16,694
5	Alan Cir.	Gregory Heights Sub.	754	2,009
6	Kent Dr.	Gregory Heights Sub.	1,288	4,247
7	Elaine Dr.	Gregory Heights Sub.	205	850
8	Oakbrook Dr.	Gregory Heights Sub.	620	1,552
9	Mexico Gravel Rd	Hwy PP to Rte Z	11,197	27,080
10	River Oaks	Entire Length	2,189	6,284
11	Barry Rd	Bluebird Ln to Tomlin Hill Rd	4,717	11,536
12	Palis Nichols Rd	Rte M to EOP	4,448	11,353
Total			46,911	119,773

Miles = 8.9

Quantities for bid item Additional Post-Sweeping based on performing on all roads on this list. See section 2.33.4.2.1 for details

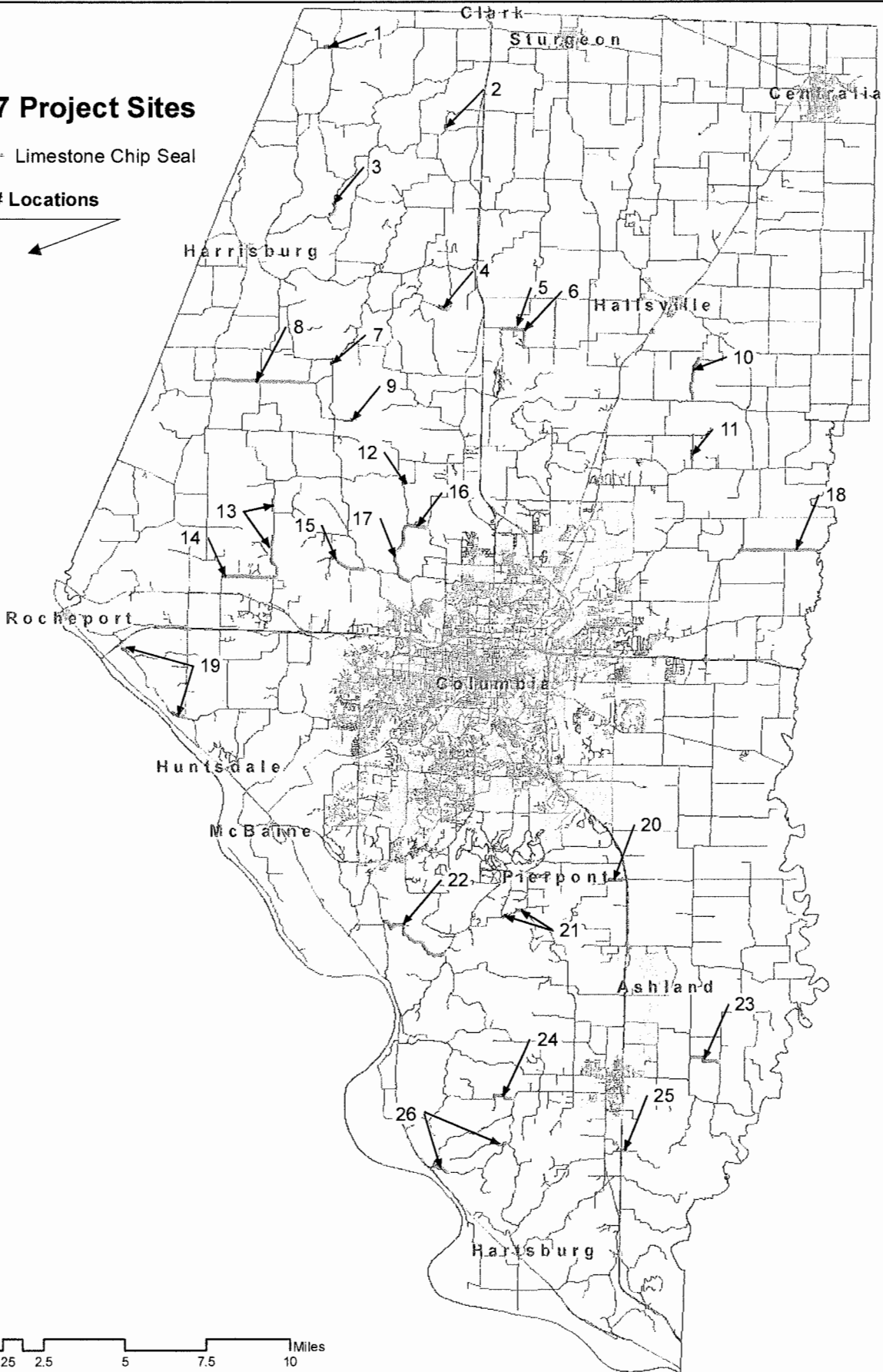
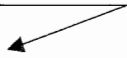


Boone County 2017 Limestone Chip Seal

2017 Project Sites

— Limestone Chip Seal

Site # Locations



0 1.25 2.5 5 7.5 10 Miles



2017 Pavement Preservation Limestone Chip Seal Projects - Boone County

Revised: 3-21-17

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Thornhill Rd.	Hwy F to Bridge	1,516	3,874
2	Crofton Hall Rd.	Hwy NN to End of LCS	1,019	2,320
3	Richardson Dr.	LCS Section	2,771	6,158
4	Dodd Rd.	LCS Section	1,681	2,988
5	Sportsmans Dr.	Friendship Church Rd. to End LCS	517	1,264
6	Friendship Church Rd.	End of Asphalt to McKenzie Rd.	6,990	15,533
7	Olden Rd.	LCS Section	610	1,356
8	Sweringen Rd.	Entire Length	15,422	37,698
9	Wolfe Rd.	Hill near east end of road	580	1,160
10	Hecht Rd.	Mount Zion Church Rd. to Elkin Rd.	7,686	17,080
11	Phillipc Rd.	Unknown	1,756	3,902
12	Oneal Rd.	O'Neal Hill	1,309	2,909
13	Locust Grove Church Rd.	Westlake Rd. to Asphalt and Hatton Chapel Rd. to End LCS	10,090	25,513
14	Westlake Rd.	Entire Length	7,848	17,440
15	Driskel Rd.	Hwy N to Yeager Rd.	7,029	15,620
16	Fenton Rd.	Entire Length	3,312	6,624
17	Oneal Rd. 2	Obermiller Rd. to Fenton Rd.	11,062	27,040
18	Judy School Rd.	Hwy Z to County Limits (both legs of intersection with Hwy Z)	13,670	33,416
19	Roby Farm Rd.	End I-70 Overpass to end LCS (~635'); Hwy O to End LCS (~2440')	3,075	6,432
20	Deer Park Rd.	MoDOT pavement to End LCS	3,250	6,500
21	Bluebird Ln.	Existing LCS, two separate sections	2,651	5,302
22	Woodie Proctor Rd.	Entire Length	13,840	27,680
24	Clatterbuck Rd.	Entire Length	5,500	11,000
25	Gilpin Rd.	MoDOT Pavement to End LCS	1,196	2,392
26	Cedar Tree Ln.	Hwy M to End LCS	3,150	7,700
Total			127,530	288,901

Miles = 24.2

CALLAWAY COUNTY
2017 Pavement Preservation
Preservation Chip Seal Projects

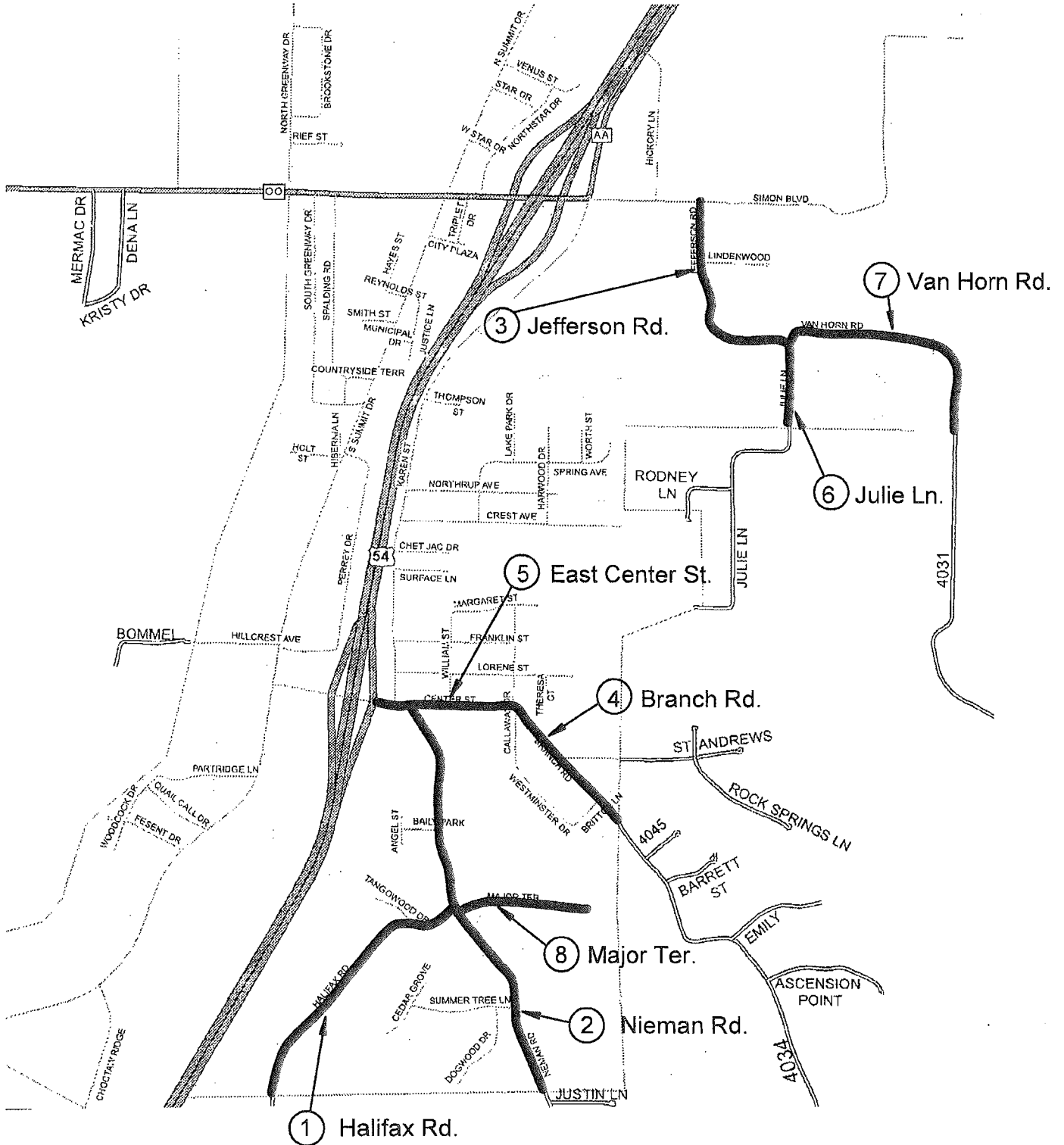
Site	Project	Description	Length (ft.)	Quantity (SY)
1	4020, 4023, 4024, 4025, 4026	KEN LARR HILLS SUBD.	8,976	23,450
2	4043	HOLTS SUMMIT	3,432	8,779
3	4032	HOLTS SUMMIT	2,904	7,440
4	4042	HOLTS SUMMIT	2,904	7,143
5	4046	HOLTS SUMMIT	1,425	3,805
6	4001	HOLTS SUMMIT	2,904	7,186
7	4009, 4012	HOLTS SUMMIT	4,066	9,758
8	DENA, MERAMEC, KRISTI	HOLTS SUMMIT	2,640	6,523
9	HUNTER LANE	HOLTS SUMMIT	2,270	5,665
10	STONE CREEK RD & CT, PINECREST	HOLTS SUMMIT	2,482	7,437
11	370, 367	NEW BLOOMFIELD	9,874	23,455
12	400, COLLIER LANE	MOKANE	2,429	4,444
13	409, HAMS PRAIRIE ST.	HAMS PRAIRIE	1,954	4,941
14	413	FULTON	792	2,381
15	459	AMEREN PLANT	3,168	8,658
16	102	OFF RTE O E/O FULTON	1,478	3,285
17	302	FULTON	2,112	4,450
18	WEST 7TH, ELAINE DRIVE	FULTON	2,534	5,682
19	RED CREEK CT	OFF RTE F W/O FULTON	898	2,520
20	1005, 184	WILLIAMSBURG	2,904	6,857
21	1030	WILLIAMSBURG OLD 40	10,560	25,813

TOTAL 72,706 179,672

CALLAWAY COUNTY
2017 Pavement Preservation
Additional Post Sweeping Projects

Site	Project	Description	Length (ft.)	Quantity (SY)
1	4020, 4023, 4024, 4025, 4026	KEN LARR HILLS SUBD.	8,976	23,450
2	4043	HOLTS SUMMIT	3,432	8,779
3	4032	HOLTS SUMMIT	2,904	7,440
4	4042	HOLTS SUMMIT	2,904	7,143
5	4046	HOLTS SUMMIT	1,425	3,805
6	4001	HOLTS SUMMIT	2,904	7,186
8	DENA, MERAMEC, KRISTI	HOLTS SUMMIT	2,640	6,523
10	STONE CREEK RD & CT, PINECREST	HOLTS SUMMIT	2,482	7,437
18	WEST 7TH, ELAINE DRIVE	FULTON	2,534	5,682
19	RED CREEK CT	OFF RTE F W/O FULTON	898	2,520
TOTAL			31,099	79,965

2017 Preservation Chip Seal City of Holts Summit



City Of Holts Summit
2017 Pavement Preservation
Preservation Chip Seal Projects

Site	Project	Description	Length ft.	Quantity (SY)
1	Halifax Rd	Holts Summit	5750	15333
2	Neiman Rd	Holts Summit	2592	6336
3	Jefferson Rd	Holts Summit	1649	4031
4	Branch Rd	Holts Summit	1787	4567
5	E. Center	Holts Summit	1348	3445
6	Julie Ln.	Holts Summit	1049	2331
7	Van Horn Rd	Holts Summit	3741	9145
8	Major Ter	Holts Summit	1593	3540
Total			19509	48728

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

3. General type of work preformed:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of Person Signing)

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.
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.

(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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

BOONE COUNTY COMMISSION
**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

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

Notary Public

(SEAL)

My Commission expires _____, 20_____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, 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 proposal for the above project are true and correct; and the bidder (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 said 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 _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual partnership joint venture
- corporation, incorporated under laws of the state of _____

Dated _____, 20 _____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation – show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowldgc and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at, _____ the day and year first above written. (SEAL) _____

_____ Notary Public

My Commission expires _____, 20_____.

1/26/17

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

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, 2016

Last Date Objections May Be Filed: April 11, 2016

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	1/17		\$32.42	55	60	\$22.40
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction\Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$28.87	122	76	\$11.78
Ironworker	1/17		\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason	1/17		\$22.08	124	74	\$12.86
Marble Finisher	1/17		\$14.29	124	74	\$9.09
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker	1/17		\$29.31	124	74	\$14.56
Terrazzo Finisher	1/17		\$19.08	124	74	\$14.56
Tile Setter	1/17		\$22.08	124	74	\$12.86
Tile Finisher	1/17		\$14.29	124	74	\$9.09
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

**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.

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

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 \$27.04 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.

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.

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

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.

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.

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

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 the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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 and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day .

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. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor 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 preceding 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer	1/17	\$24.53	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer	1/17	\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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 \$15.55 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 \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 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.

AFFIDAVIT OF 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

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (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 proposal designated and marked:

Project Name: _____

Project No.: _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), 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.

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Work Authorization Certification,
6. Statement of Bidder's Qualifications,
7. Anti-Collusion Statement,
8. Signature and Identity of Bidder,
9. Bidder's Acknowledgment,
10. Insurance Requirements,
11. Contract Conditions,
12. Contract Agreement,
13. Performance Bond,
14. Labor and Material Payment Bond,
15. Affidavit-OSHA Requirements,
16. Affidavit-Prevailing Wage,
17. General Specifications,
18. Technical Specifications,
19. Special Provisions,
20. State Prevailing Wage Rates,
21. Boone County Standard Terms and Conditions
22. Notice to Proceed,
23. Boone County Roadway Regulations Chapter II,
24. MoDOT Standard Specifications, and
25. Plans.

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

The Contractor further 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 proposal or such additional time as may be allowed by the Engineer 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 agents 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 workmen 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 the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman 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 pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he 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 and state laws and regulations and local ordinances and that he will comply and cause each of his 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 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. Also, 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 he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor 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 Owner agrees to pay the Contractor in the amount of

\$ _____ as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By: _____
Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Title: _____

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in
the amount of _____ Dollars, for the
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into
a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone, which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and
faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all
prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates
specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force
and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having
performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions,
and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such
bidder and Owner, and make available as work progresses (even though there should be a default of a succession
of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the
cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for
which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of
the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under
the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____, 20____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: _____

Phone Number: _____

Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

_____ Dollars,
(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: _____ Phone Number: _____
Address: _____



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

"No Bid" Response Form

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

**Bid: 19-18APR17– 2017 Chip Seal Pavement Preservation for Boone & Callaway Counties and The
City of Holts Summit**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

May

20 17

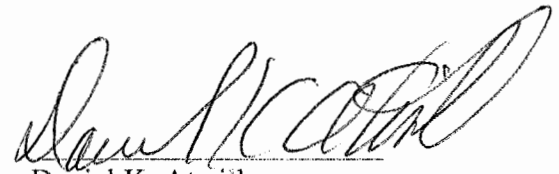
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, May 23, 2017, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 23rd day of May, 2017.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner