

284 -2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

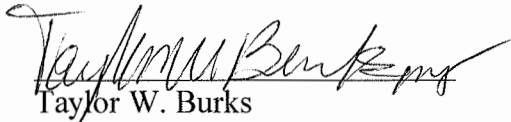
In the County Commission of said county, on the 29th day of May 20 18

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

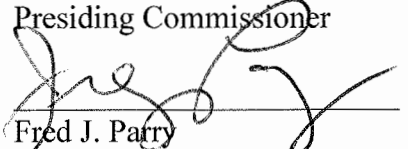
Now on this day the County Commission of the County of Boone does hereby approve the request by Christopher and Rebecca Sander to rezone from A-R (Agriculture Residential) to A-2 (Agriculture) on 38 acres, more or less, located at 5300 N O'Neal Rd., Columbia.

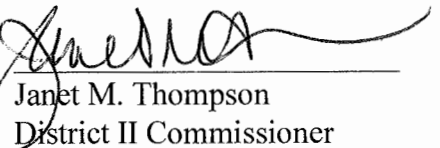
Done this 29th day of May, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
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May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 29th day of May 20 18


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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

1. Double Deuce Subdivision #2. A-2. S5-T50N-R11W. John and Monica Melton, owners. Michael L Klasing, surveyor.
2. Chapman. A-2. S22-T48N-R14W. Ron and Beth Chapman, owners. David W. Borden, surveyor.
3. Schooler Estates. A-2. S9-T46N-R12W. Possum Enterprises LLC, owner. Kevin M. Schweikert, surveyor.
4. Meyer Estates. A-2. S30-T50N-R11W. Anthony E. Meyer, owner. J. Daniel Brush, surveyor.

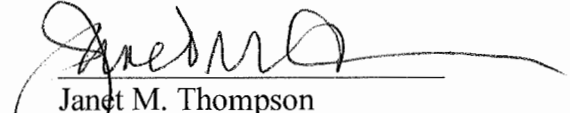
Done this 29th day of May, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

286-2018

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STATE OF MISSOURI }
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May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 29th day of May 20 18

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

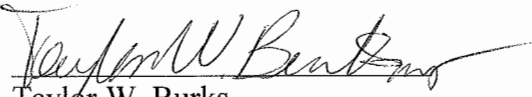
Now on this day the County Commission of the County of Boone does hereby award bid 23-30APR18 – Crushed Stone Aggregate and Chip Seal Products to the following:

- Capital Sand Company, Inc.
- Capital Quarries Company, Inc.
- Con-Agg of Missouri d/b/a Boone Quarries

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

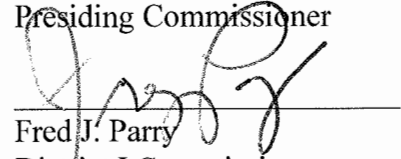
Done this 29th day of May, 2018

ATTEST:

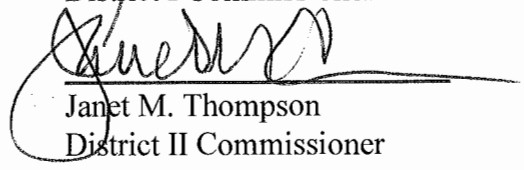

 Taylor W. Burks
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**PURCHASE AGREEMENT
FOR
CRUSHED STONE AGGREGATE AND CHIP SEAL PRODUCTS
TERM AND SUPPLY**

THIS AGREEMENT made the 29th day of May, 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Sand Company, Inc.** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Crushed Stone Aggregate and Chip Seal Products - Term and Supply**, County of Boone Request for Bid #23-30APR18, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A - Percent Passing Sieve Sizes, and Exhibit B - Current Rock Specifications, as well as the Contractor's bid response dated **April 23, 2018** and executed by **Matt Kliethermes** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Exhibit B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall be **Date of Commission Order through December 31, 2018**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Chip Seal Products**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.

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

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

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

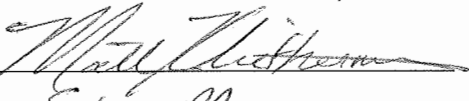
8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

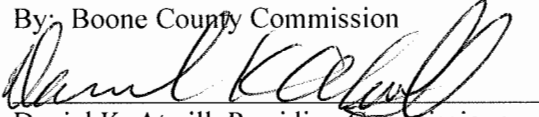
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

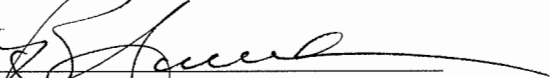
CAPITAL SAND COMPANY, INC.

BOONE COUNTY, MISSOURI

By 
Title Sales Manager

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

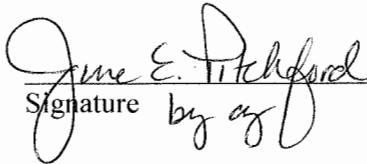

County Counselor

ATTEST:


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.)


Signature by aj

5/21/18
Date

2040-26200/26201 - Term & Supply
No Encumbrance Required
Appropriation Account

CHANGE Bid Submission and Bid Opening date and time to:

Bid Submission Address and Deadline

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

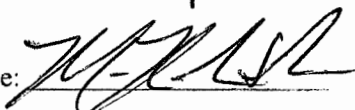
By:



Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid #23-30APR18- Crushed Stone Aggregate and Chip Seal Products – Term & Supply, receipt of which is hereby acknowledged:

Company Name: Capital Sand Company, Inc.
Address: PO BOX 104990 Jefferson City, MO 65110
Phone Number: 573-634-3020 Fax Number: 573-636-5734
E-mail: mkliethermes@capital sand.com

Authorized Representative Signature:  Date: 4-23-18

Authorized Representative Printed Name: Matt Kliethermes

4. Response Form

- 4.1. Company Name: Capital Sand Company, Inc.
- 4.2. Address: PO BOX 104990
- 4.3. City/Zip: Jefferson City, MO 65110
- 4.4. Phone Number: 573-634-3020
- 4.5. Fax Number: 573-636-5734
- 4.6. Federal Tax ID: 43-1011313
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. PRICING

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$	\$	
4.8.2.	SR1	21,800	\$	\$	
4.8.3.	SR1.5	19,000	\$	\$	
4.8.4.	SR2.5	300	\$	\$	
4.8.5.	CR1	36,600	\$	\$	
4.8.6.	CR2	100	\$	\$	
4.8.7.	CR3	100	\$	\$	
4.8.8.	MS	100	\$	\$	
4.8.9.	QR	500	\$	\$	
4.8.10.	GQR	100	\$	\$	
4.8.11.	GQR6X9	200	\$	\$	
4.8.12.	GQR6X12	1,200	\$	\$	
4.8.13.	WR	100	\$	\$	
4.8.14.	GRB	500	\$	\$	
4.8.15.	Pugged Rock	1,000	\$	\$ add-on cost/ton	
4.8.16.	S1.25 T1	6,000	\$	\$	
4.8.17.	S1.25 T2	4,400	\$	\$	
4.8.18.	C1.25	2,000	\$	\$	
4.8.19.	Grand Total			\$	

4.9. Chip Seal Pricing *Plant Pick Up Price - \$13.50/ton*

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$	\$	
4.9.2.	C.375	3,000 <i>Delivered</i>	\$ <u>20.85</u>	\$ <u>62,550</u>	
4.9.3.	C.5	3,000	\$ <u>20.85</u>	\$ <u>62,550</u>	
4.9.4.	Total			\$	

4.10. Delivery Pricing **Crushed Stone Aggregate (Not Chip Seal)**

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5									
4.10.2.	5 - <10									
4.10.3.	10 - <15									
4.10.4.	15 - <20									
4.10.5.	20 - <25									
4.10.6.	25 - <30									
4.10.7.	30 - <35									
4.10.8.	35 - <40									

4.11. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.12. Maximum Percentage Increase for Renewal Periods

3 % 1st Renewal Term
5 % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): 9505 Route W
Jefferson City, MO 65101
Plant #1 Wardsville

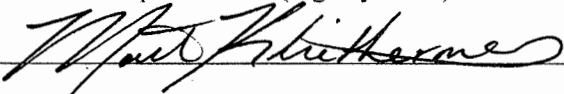
4.14. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No

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

4.17. 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.

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

Matt Kliethermes

Today's Date: ~~4-18-18~~ 4-19-18



Request for Bid (RFB)

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **23-30APR18**
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**
Directions: **The Purchasing office is located on the Northwest corner at 7th Street and Ash Street.
Enter the building from the South side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Percent Passing Sieve Sizes**
- Exhibit B **Current Rock Specifications
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid" Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum 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. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **Date of Commission Order through one year and may be renewed by the County for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



BOONE COUNTY, MISSOURI
RFB #23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

ADDENDUM # 1 - Issued April 18, 2018

This addendum is issued in accordance with the Primary Specifications 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*.

ADD the following items to section 2.8.5.5:

- t. C .375 (3/8" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

- u. C .5 (1/2" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

ADD the following lines to *Exhibit A: Percent Passing Sieve Sizes*, in accordance with those above:

TYPE	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No.100	No.200
C .375							99 - 100	52 - 66	10 - 17	2 - 5	0.8 - 1	0.3 - 0	0.1 - 0	0
C .5					100	99	88	45	14 - 16	4 - 6	1 - 2	0.3 - 1	0.2 - 0	0.08 - 0

ADD the following lines to *Exhibit B: Boone County Road & Bridge Current Rock Specifications*, in accordance with those above:

Item	Description	Specification No.	Source	Modifications
C .375	3/8" Clean	Custom Spec.	Boone County	None
C .5	1/2" Clean	Custom Spec.	Boone County	None

Replace the Bid *Response Form* with the attached *Revised Bid Form*.



BOONE COUNTY, MISSOURI
RFB #23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

ADDENDUM # 1 - Issued April 18, 2018

This addendum is issued in accordance with the Primary Specifications 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*.

ADD the following items to section 2.8.5.5:

- i. C .375 (3/8" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

- ii. C .5 (1/2" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

ADD the following lines to *Exhibit A: Percent Passing Sieve Sizes*, in accordance with those above:

TYPE	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No.100	No.200
C .375							99 - 100	52 - 66	10 - 17	2 - 5	0.8 - 1	0.3 - 0	0.1 - 0	0
C .5				100	99	88	45	14 - 16	4 - 6	1 - 2	0.3 - 1	0.2 - 0	0.08 - 0	

ADD the following lines to *Exhibit B: Boone County Road & Bridge Current Rock Specifications*, in accordance with those above:

Item	Description	Specification No.	Source	Modifications
C .375	3/8" Clean	Custom Spec.	Boone County	None
C .5	1/2" Clean	Custom Spec.	Boone County	None

Replace the Bid *Response Form* with the attached *Revised Bid Form*.

CHANGE Bid Submission and Bid Opening date and time to:


Bid Submission Address and Deadline

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
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Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

By:



**Robert Wilson, Buyer
Boone County Purchasing**

OFFEROR has examined Addendum #1 to Request for Bid #23-30APR18- Crushed Stone Aggregate and Chip Seal Products – Term & Supply, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. PRICING

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$	\$	
4.8.2.	SR1	21,800	\$	\$	
4.8.3.	SR1.5	19,000	\$	\$	
4.8.4.	SR2.5	300	\$	\$	
4.8.5.	CR1	36,600	\$	\$	
4.8.6.	CR2	100	\$	\$	
4.8.7.	CR3	100	\$	\$	
4.8.8.	MS	100	\$	\$	
4.8.9.	QR	500	\$	\$	
4.8.10.	GQR	100	\$	\$	
4.8.11.	GQR6X9	200	\$	\$	
4.8.12.	GQR6X12	1,200	\$	\$	
4.8.13.	WR	100	\$	\$	
4.8.14.	GRB	500	\$	\$	
4.8.15.	Pugged Rock	1,000	\$	\$	add-on cost/ton
4.8.16.	S1.25 T1	6,000	\$	\$	
4.8.17.	S1.25 T2	4,400	\$	\$	
4.8.18.	C1.25	2,000	\$	\$	
4.8.19.	Grand Total			\$	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$	\$	
4.9.2.	C .375	3,000	\$	\$	
4.9.3.	C .5	3,000	\$	\$	
4.9.4.	Total			\$	

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5									
4.10.2.	5 - <10									
4.10.3.	10 - <15									
4.10.4.	15 - <20									
4.10.5.	20 - <25									
4.10.6.	25 - <30									
4.10.7.	30 - <35									
4.10.8.	35 - <40									

4.11. Holidays: Contractor shall list the holidays observed by their company: _____

4.12. Maximum Percentage Increase for Renewal Periods

_____ % 1st Renewal Term

_____ % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): _____

4.14. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No

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

4.17. **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.**

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____



Request for Bid (RFB)

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **23-30APR18**
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Percent Passing Sieve Sizes**
- Exhibit B **Current Rock Specifications**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Debarment Certification**
- Standard Terms and Conditions**
- “No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum 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. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **Date of Commission Order through one year and may be renewed by the County for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of **Crushed Stone Aggregate** and the **Pick-Up of Chip Seal Products** as detailed in the following specifications.
- 2.1.1. All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **DELIVERY** - Pricing for delivery or pick up is requested in multiple formats:
- Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plant
- Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
- Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The contract resulting from this Request for Bid will replace contract number 76-30NOV15 that will expire on March 31, 2018. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.com and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.
- 2.7.2. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Road & Bridge Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.

- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.8. **Billing and Payments:** The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
- 2.7.9. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. Billing codes should be provided in the Bidder's Response. All units shall be stated in tons unless otherwise noted.
- 2.7.10. **Invoices:** Invoices for all contracted work shall include the following information at a minimum:
1. County's Contract Number.
 2. The date, time, and location of the service provided.
 3. Load details
 4. Units stated in tons.

*If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.10.1. Invoices should be submitted to Boone County Road & Bridge department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Road & Bridge, 5551 Tom Bass Rd., Columbia, MO 65201.
- 2.7.11. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.11. of the Response Form.

- 2.8.2. **Routes:** The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however, delivery may be made from another location based on vendor operational efficiencies.
- 2.8.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.4. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.5. **Crushed Stone Aggregate Technical Specifications**
- 2.8.5.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
- 2.8.5.2. Deleterious rock and shale – 6.0 percent by weight
- 2.8.5.3. Mud balls – 2.5 percent by weight
- 2.8.5.4. Other foreign materials – 1 percent by weight
- 2.8.5.5. Abbreviations and Descriptions
- | | AASHTO T96
Minimum Hardiness |
|--|---------------------------------|
| *see Attachments for additional specifications | |
| a. RSB (Roll Stone Base) | 60 |
| *See Attachment A, % Passing Sieve Sizes | |
| b. SR1 (1" Minus Crushed Stone) | 45 |
| *See Attachment A, % Passing Sieve Sizes | |
| c. SR1.5 (1 ½" Minus Crushed Stone) | 45 |
| *See Attachment A, % Passing Sieve Sizes | |
| d. SR2.5 (2 ½" Minus Crushed Stone) | 45 |
| *See Attachment A, % Passing Sieve Sizes | |
| e. CR1 (1" Clean Crushed Stone) | 45 |
| *See Attachment A, % Passing Sieve Sizes | |
| f. CR2 (2" Clean Crushed Stone) | 45 |
| See Attachment A, % Passing Sieve Sizes ASTM#3 | |
| g. CR3 (3" Clean Crushed Stone) | 45 |
| *See Attachment A, % Passing Sieve Sizes | |
| h. MS (Manufactured Stone Sand) | 60 |
| *Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996 | |

- i. QR (Quarry Run) 60
*Quarry Run, Riprap, or Shot Rock accepted upon visual inspection
 - j. GQR (Graded Quarry Run) 60
*Same as QR except stones are of a uniform size, 9" to 15" stones are acceptable.
 - k. GQR6x9 (Graded Quarry Run 6" x 9") 60
*See Attachment A, % Passing Sieve Sizes
 - l. GQR6x12 (Graded Quarry Run 6" x 12") 60
*See Attachment A, % Passing Sieve Sizes
 - n. WR (Waste Rock) 60
*By-products of the crushing process, accepted upon visual inspection
 - o. GRB (Gravel Road Base Type 5) 50
 - p. Pugged Rock
*Water added to one of the other rock types specified herein as requested by County
 - q. S1.25 T1 50
*See Attachment A, % Passing Sieve Sizes
 - r. S1.25 T2 50
*See Attachment A, % Passing Sieve Sizes
 - s. C1.25 50
*See Attachment A, % Passing Sieve Sizes
- 2.8.6. **Testing:** The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
- 2.8.7. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 2.8.8. The County reserves the right to utilize other vendors in the event that materials fail to comply with specifications. Further purchases from the Contractor may be suspended until material is found to conform to bid specifications.
- 2.8.9. **Chip Seal:** SC .625 (5/8" Seal coat chips) shall be washed or dry screened to ensure freedom from objectionable coatings, the percentage of wear shall not exceed 30 in accordance with AASHTO T96.
*See Attachment A, % Passing Sieve Sizes

- 2.8.10. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **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.
- 2.9.1. **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.
- 2.9.2. **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.
- 2.9.3. 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.**
- 2.9.4. **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.

- 2.9.5. **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.
- 2.9.6. **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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.9.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9.8. 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.
- 2.9.9. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.10. **Certificate Holder address:**
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201
- 2.11. **Overhead Line Protection:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.13.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Telephone (573) 886-4393, E-mail: rwilson@boonecountymo.org.
- 2.13.2. **County Authorized Representative** – Boone County Road & Bridge Department, Greg Edington, Director Road & Bridge Dept., 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.13.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements as well as the location of supplier's service location. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 2.13.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.13.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

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.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. **PRICING**

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$	\$	
4.8.2.	SR1	21,800	\$	\$	
4.8.3.	SR1.5	19,000	\$	\$	
4.8.4.	SR2.5	300	\$	\$	
4.8.5.	CR1	36,600	\$	\$	
4.8.6.	CR2	100	\$	\$	
4.8.7.	CR3	100	\$	\$	
4.8.8.	MS	100	\$	\$	
4.8.9.	QR	500	\$	\$	
4.8.10.	GQR	100	\$	\$	
4.8.11.	GQR6X9	200	\$	\$	
4.8.12.	GQR6X12	1,200	\$	\$	
4.8.13.	WR	100	\$	\$	
4.8.14.	GRB	500	\$	\$	
4.8.15.	Pugged Rock	1,000	\$	\$ add-on cost/ton	
4.8.16.	S1.25 T1	6,000	\$	\$	
4.8.17.	S1.25 T2	4,400	\$	\$	
4.8.18.	C1.25	2,000	\$	\$	
4.8.19.	Grand Total			\$	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$	\$	

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5									
4.10.2.	5 - <10									
4.10.3.	10 - <15									
4.10.4.	15 - <20									
4.10.5.	20 - <25									
4.10.6.	25 - <30									
4.10.7.	30 - <35									
4.10.8.	35 - <40									

4.11. Holidays: Contractor shall list the holidays observed by their company: _____

4.12. Maximum Percentage Increase for Renewal Periods

_____ % 1st Renewal Term

_____ % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): _____

- 4.14. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No
- 4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No
- 4.16. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No
- 4.17. **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.**

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

Exhibit A

PERCENT PASSING
SIEVE SIZES

TYPE	3"	2-1/2"	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No. 30	No. 40	No. 200
RSB						100		60-90		35-60					10-35	
SR1						100			65*			5-25				
SR2.5		90-100				45-60				0-20						
CR1				100		95-100		25-60		0-10	0-5					
CR2		100	90-100	35-70		0-15		0-5								
CR3	100	90-100	35-70	0-15				0-5								
SC.625							100	85-100	30-65	0-5						0-1
GQR6X9																
GQR6																
GRB						100		60-90		35-60				10-35		8-15
S1.25 T1				100		90-100		35-65	30-50							5-9
S1.25 T2				100		90-100		53-73		20-40						3-9
C1.25				100		90-100		34-54	20-30							1-5

- * indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6X12 per Sections 2.8.5.5. k and 2.8.5.5. l:

GQR6X9

100% passing < 9" diameter by weight
 30% passing < 6" diameter by weight
 10% passing < 3" diameter by weight
 Also accepted upon visual inspection.

GQR6X12

100% passing < 12" diameter by weight
 30% passing < 9" diameter by weight
 10% passing < 3" diameter by weight
 Also accepted upon visual inspection

Exhibit B

BOONE COUNTY ROAD & BRIDGE
CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

Item	Description	Specification No.	Source	Modifications
RSB	Rolled Stone Base (Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	None
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	None
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .625	5/8" Chips	Custom Spec.	Boone County	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes
S1.25 T1	1 1/4" Surface	Custom Spec.	Boone County	None
S1.25 T2	1 1/4" Surface	Custom Spec.	Boone County	None
C1.25	1 1/4" Clean	Custom Spec.	Boone County	None

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 Road & Bridge projects.

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90-day qualification.

____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.



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

"No Bid" Response Form

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

"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 e-mail, 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: 23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
CRUSHED STONE AGGREGATE AND CHIP SEAL PRODUCTS
TERM AND SUPPLY**

THIS AGREEMENT made the 29th day of May, 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Quarries Company, Inc.** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Crushed Stone Aggregate and Chip Seal Products - Term and Supply**, County of Boone Request for Bid #23-30APR18, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A - Percent Passing Sieve Sizes, and Exhibit B - Current Rock Specifications, as well as the Contractor's bid response dated **April 18, 2018** and executed by **Dwain Polly** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Exhibit B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall be **Date of Commission Order through December 31, 2018**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.

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

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

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

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

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

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

CAPITAL QUARRIES COMPANY, INC.

By Luwan Polly
Title Sales Manager

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
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.)

[Signature]
Signature by af

5/21/18
Date

2040-26200/26201 - Term & Supply
No Encumbrance Required
Appropriation Account

CHANGE Bid Submission and Bid Opening date and time to:

Bid Submission Address and Deadline

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

By: _____

**Robert Wilson, Buyer
Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid #23-30APR18- **Crushed Stone Aggregate and Chip Seal Products – Term & Supply**, receipt of which is hereby acknowledged:

Company Name: Capital Quarries Company Inc
Address: P.O. Box 105050 Jefferson City, MO 65110
Phone Number: 573-634-4800 Fax Number: 573-634-7052
E-mail: dpolly@capitalquarries.com

Authorized Representative Signature: Dwain Polly Date: 4-18-18

Authorized Representative Printed Name: Dwain Polly

4. Response Form

- 4.1. Company Name: Capital Quarries Company Inc.
- 4.2. Address: P.O. Box 105050
- 4.3. City/Zip: Jefferson City MO 65110
- 4.4. Phone Number: 573-634-4800
- 4.5. Fax Number: 573-634-7052
- 4.6. Federal Tax ID: 43-118-1049
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. Base Bid Pricing: Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. PRICING

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$ 6.85	\$ 25,345	501
4.8.2.	SR1	21,800	\$ 8.25	\$ 179,850	402
4.8.3.	SR1.5	19,000	\$ No Bid	\$ —	
4.8.4.	SR2.5	300	\$ No Bid	\$ —	
4.8.5.	CR1	36,600	\$ 9.95	\$ 364,170	306
4.8.6.	CR2	100	\$ 8.75	\$ 875	308
4.8.7.	CR3	100	\$ 8.75	\$ 875	309
4.8.8.	MS	100	\$ No Bid	\$ —	
4.8.9.	QR	500	\$ 6.75	\$ 3375	902
4.8.10.	GQR	100	\$ 12.50	\$ 1250	901
4.8.11.	GQR6X9	200	\$ 10.50	\$ 2100	312
4.8.12.	GQR6X12	1,200	\$ 12.50	\$ 15,000	901
4.8.13.	WR	100	\$ 4.50	\$ 450	202
4.8.14.	GRB	500	\$ No Bid	\$ —	
4.8.15.	Pugged Rock	1,000	\$ No Bid	\$ — add-on cost/ton	
4.8.16.	S1.25 T1	6,000	\$ No Bid	\$ —	
4.8.17.	S1.25 T2	4,400	\$ No Bid	\$ —	
4.8.18.	C1.25	2,000	\$ No Bid	\$ —	
4.8.19.	Grand Total	64,400		\$ 593,290	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$ NO Bid	\$ —	
4.9.2.	C.375	3,000	\$ NO Bid	\$ —	
4.9.3.	C.5	3,000	\$ NO Bid	\$ —	
4.9.4.	Total			\$	

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
4.10.2.	5 - <10	3.25	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
4.10.3.	10 - <15	3.80	4.05	4.30	4.55	4.80	5.05	5.30	5.55	5.80
4.10.4.	15 - <20	4.35	4.60	4.85	5.10	5.35	5.60	5.85	6.10	6.35
4.10.5.	20 - <25	5.10	5.35	5.60	5.85	6.10	6.35	6.60	6.85	7.10
4.10.6.	25 - <30	6.85	6.10	6.35	6.60	6.85	7.10	7.35	7.60	7.85
4.10.7.	30 - <35	6.60	6.85	7.10	7.35	7.60	7.85	8.10	8.35	8.60
4.10.8.	35 - <40	7.35	7.60	7.85	8.10	8.35	8.60	8.85	9.10	9.35

4.11. Holidays: Contractor shall list the holidays observed by their company: New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving AND Next Friday, Christmas

4.12. Maximum Percentage Increase for Renewal Periods

10 % 1st Renewal Term

10 % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): Hwy 63 South
23400 Hwy 63 South
Hartsburg, MO 65039

4.14. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No

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

4.17. **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.**

Authorized Representative (Sign by Hand):

Dwain Polly

Type or Print Signed Name:

Dwain Polly

Today's Date: 4-18-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2017

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 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 Huntleigh McGehee 8235 Forsyth Boulevard Suite 1200 Clayton, MO 63105	1-314-746-4700	CONTACT NAME: Karen Klockenkemper PHONE (A/C, No, Ext): 314-746-4775 E-MAIL ADDRESS: kklockenkemper@hmrisk.com	FAX (A/C, No): 314-889-3735
INSURED Capital Quarries Co., Inc. 221 Bolivar Street, Suite 400, Jefferson City, MO 65101		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: GREENWICH INS CO	22322
		INSURER B: ALLIED WORLD NATL ASSUR CO	10690
		INSURER C: XL SPECIALTY INS CO	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 51564345 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PRO-JECT <input checked="checked" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		RGE5000296-06	01/01/18	01/01/19	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ N/A
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		RAD500029506	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> DED <input checked="checked" type="checkbox"/> RETENTION \$ 10,000		0310-5013	01/01/18	01/01/19	EACH OCCURRENCE	\$ 20,000,000
						AGGREGATE	\$ 20,000,000
							\$
C	<input checked="checked" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="checked" type="checkbox"/> N/A		RWD5000293-06	01/01/18	01/01/19	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured (except Workers' Compensation), as required by written contract.

CERTIFICATE HOLDER County of Boone, Missouri Boone County Annex Purchasing Dept. 613 E. Ash Street Columbia, MO 65201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael F. Shenahan Jr</i>
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Exhibit A

**PERCENT PASSING
SIEVE SIZES**

TYPE	3"	2-½"	2"	1-½"	1 ¼"	1"	¾"	½"	⅜"	No. 4	No. 8	No. 10	No. 16	No. 30	No. 40	No. 200
RSB						100		60-90		35-60				10-35		
SR1						100			65*			5-25				
SR2.5		90-100				45-60				0-20						
CR1				100		95-100		25-60		0-10	0-5					
CR2		100	90-100	35-70		0-15		0-5								
CR3	100	90-100	35-70	0-15				0-5								
SC.625							100	85-100	30-65	0-5						0-1
3QR6X9																
GQR6																
GRB						100		60-90		35-60				10-35		8-15
1.25 T1				100	90-100			35-65	30-50							5-9
1.25 T2				100	90-100			53-73		20-40						3-9
C1.25				100	90-100			34-54	20-30							1-5

* indicates maximum permitted

(a) plasticity index (0-6)

(b) plasticity index (4-12)

GQR6X9 and GQR6X12 per Sections 2.8.5.5. k and 2.8.5.5. l:

GQR6X9

100% passing < 9" diameter by weight

30% passing < 6" diameter by weight

10% passing < 3" diameter by weight

Also accepted upon visual inspection.

GQR6X12

100% passing < 12" diameter by weight

30% passing < 9" diameter by weight

10% passing < 3" diameter by weight

Also accepted upon visual inspection

Exhibit B

BOONE COUNTY ROAD & BRIDGE
CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

Item	Description	Specification No.	Source	Modifications
RSB	Rolled Stone Base (Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	None
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	None
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .625	5/8" Chips	Custom Spec.	Boone County	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes
S1.25 T1	1 1/4" Surface	Custom Spec.	Boone County	None
S1.25 T2	1 1/4" Surface	Custom Spec.	Boone County	None
C1.25	1 1/4" Clean	Custom Spec.	Boone County	None

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 Road & Bridge 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: 451766

North American Industry
Classification Systems
Code: 212

Administrator:	
Number of Employees:	1 to 4
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:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

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

Name:	Jamie Jones	Fax Number:	(573) 634 - 7052
Telephone Number:	(573) 291 - 8005		
E-mail Address:	jjones@moams.com		
Name:	Dee A Luebbering	Fax Number:	(573) 634 - 7183
Telephone Number:	(573) 644 - 7706		
E-mail Address:	deeluebbering@farmercompanies.com		

Company ID Number: 451766

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 Capital Quarries Company

Dee Luebbering

Name (Please Type or Print)	Title
Electronically Signed	09/28/2011
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	09/28/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Capital Quarries Company
Company Facility Address:	822 Stadium Blvd West
	Jefferson City, MO 65109
Company Alternate Address:	PO Box 105050
	Jefferson City, MO 65110
County or Parish:	COLE
Employer Identification Number:	431181049

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

County of Cole)

State of Missouri)

My name is Dwain Polly . I am an authorized agent of Capital Services Co. Inc (Bidder).

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

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

Dwain Polly

Affiant

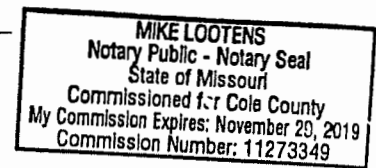
Date April 10, 2018

DWAIN POLLY

Printed Name

Subscribed and sworn to before me this 10th day of April, 2018.

Mike Lootens
Notary Public



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

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.

Husain Polly 4-10-18
Applicant Date

Husain Polly
Printed Name

IV/A

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Dwain Polly Sales Manager
Name and Title of Authorized Representative

Dwain Polly 4-10-18
Signature Date

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.



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

"No Bid" Response Form

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

"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 e-mail, 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: 23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

N/A



Request for Bid (RFB)

2018

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **23-30APR18**
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
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1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum 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. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **Date of Commission Order through one year and may be renewed by the County for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of Crushed Stone Aggregate and the Pick-Up of Chip Seal Products as detailed in the following specifications.
- 2.1.1. All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **DELIVERY** – Pricing for delivery or pick up is requested in multiple formats:
- Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plant
- Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
- Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The contract resulting from this Request for Bid will replace contract number 76-30NOV15 that will expire on March 31, 2018. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.com and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.
- 2.7.2. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Road & Bridge Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.

- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.8. **Billing and Payments:** The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
- 2.7.9. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. Billing codes should be provided in the Bidder's Response. All units shall be stated in tons unless otherwise noted.
- 2.7.10. **Invoices:** Invoices for all contracted work shall include the following information at a minimum:
1. County's Contract Number.
 2. The date, time, and location of the service provided.
 3. Load details
 4. Units stated in tons.

*If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.10.1. Invoices should be submitted to Boone County Road & Bridge department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Road & Bridge, 5551 Tom Bass Rd., Columbia, MO 65201.
- 2.7.11. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.11. of the Response Form.

- 2.8.2. **Routes:** The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however, delivery may be made from another location based on vendor operational efficiencies.
- 2.8.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.4. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.5. **Crushed Stone Aggregate Technical Specifications**
- 2.8.5.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
- 2.8.5.2. Deleterious rock and shale – 6.0 percent by weight
- 2.8.5.3. Mud balls – 2.5 percent by weight
- 2.8.5.4. Other foreign materials – 1 percent by weight
- 2.8.5.5. Abbreviations and Descriptions
- | | AASHTO T96
Minimum Hardiness |
|---|---------------------------------|
| *see Attachments for additional specifications | |
| a. RSB (Roll Stone Base)
*See Attachment A, % Passing Sieve Sizes | 60 |
| b. SR1 (1" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| c. SR1.5 (1 ½" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| d. SR2.5 (2 ½" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| e. CR1 (1" Clean Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| f. CR2 (2" Clean Crushed Stone)
See Attachment A, % Passing Sieve Sizes ASTM#3 | 45 |
| g. CR3 (3" Clean Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| h. MS (Manufactured Stone Sand)
*Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996 | 60 |

i. QR (Quarry Run)	60
*Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	
j. GQR (Graded Quarry Run)	60
*Same as QR except stones are of a uniform size. 9" to 15" stones are acceptable.	
k. GQR6x9 (Graded Quarry Run 6" x 9")	60
*See Attachment A, % Passing Sieve Sizes	
l. GQR6x12 (Graded Quarry Run 6" x 12")	60
*See Attachment A, % Passing Sieve Sizes	
n. WR (Waste Rock)	60
*By-products of the crushing process, accepted upon visual inspection	
o. GRB (Gravel Road Base Type 5)	50
p. Pugged Rock	
*Water added to one of the other rock types specified herein as requested by County	
q. S1.25 T1	50
*See Attachment A, % Passing Sieve Sizes	
r. S1.25 T2	50
*See Attachment A, % Passing Sieve Sizes	
s. C1.25	50
*See Attachment A, % Passing Sieve Sizes	

- 2.8.6. **Testing:** The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
- 2.8.7. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 2.8.8. The County reserves the right to utilize other vendors in the event that materials fail to comply with specifications. Further purchases from the Contractor may be suspended until material is found to conform to bid specifications.
- 2.8.9. **Chip Seal:** SC .625 (5/8" Seal coat chips) shall be washed or dry screened to ensure freedom from objectionable coatings, the percentage of wear shall not exceed 30 in accordance with AASHTO T96.
*See Attachment A, % Passing Sieve Sizes

- 2.8.10. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **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.
- 2.9.1. **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.
- 2.9.2. **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.
- 2.9.3. 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.**
- 2.9.4. **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.

- 2.9.5. **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.
- 2.9.6. **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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.9.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9.8. 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.
- 2.9.9. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.10. **Certificate Holder address:**
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201
- 2.11. **Overhead Line Protection:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.13.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Telephone (573) 886-4393, E-mail: rwilson@boonecountymmo.org.
- 2.13.2. **County Authorized Representative** – Boone County Road & Bridge Department, Greg Edington, Director Road & Bridge Dept., 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.13.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements as well as the location of supplier's service location. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 2.13.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.13.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

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.



BOONE COUNTY, MISSOURI
RFB #23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

ADDENDUM # 1 - Issued April 18, 2018

This addendum is issued in accordance with the Primary Specifications 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*.

ADD the following items to section 2.8.5.5:

- | | |
|---|----|
| t. C .375 (3/8" Osage River Crushed Rock) | 20 |
| *See Attachment A, % Passing Sieve Sizes | |
| u. C .5 (1/2" Osage River Crushed Rock) | 20 |
| *See Attachment A, % Passing Sieve Sizes | |

ADD the following lines to *Exhibit A: Percent Passing Sieve Sizes*, in accordance with those above:

TYPE	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No.100	No.200
C .375							99 - 100	52 - 66	10 - 17	2 - 5	0.8 - 1	0.3 - 0	0.1 - 0	0
C .5				100	99	88	45	14 - 16	4 - 6	1 - 2	0.3 - 1	0.2 - 0	0.08 - 0	

ADD the following lines to *Exhibit B: Boone County Road & Bridge Current Rock Specifications*, in accordance with those above:

Item	Description	Specification No.	Source	Modifications
C .375	3/8" Clean	Custom Spec.	Boone County	None
C .5	1/2" Clean	Custom Spec.	Boone County	None

Replace the Bid *Response Form* with the attached *Revised Bid Form*.



BOONE COUNTY, MISSOURI
RFB #23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

ADDENDUM # 1 - Issued April 18, 2018

This addendum is issued in accordance with the Primary Specifications 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*.

ADD the following items to section 2.8.5.5:

- t. C .375 (3/8" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

- u. C .5 (1/2" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

ADD the following lines to *Exhibit A: Percent Passing Sieve Sizes*, in accordance with those above:

TYPE	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No.100	No.200
C .375							99 - 100	52 - 66	10 - 17	2 - 5	0.8 - 1	0.3 - 0	0.1 - 0	0
C .5				100	99	88	45	14 - 16	4 - 6	1 - 2	0.3 - 1	0.2 - 0	0.08 - 0	

ADD the following lines to *Exhibit B: Boone County Road & Bridge Current Rock Specifications*, in accordance with those above:

Item	Description	Specification No.	Source	Modifications
C .375	3/8" Clean	Custom Spec.	Boone County	None
C .5	1/2" Clean	Custom Spec.	Boone County	None

Replace the Bid *Response Form* with the attached *Revised Bid Form*.

CHANGE Bid Submission and Bid Opening date and time to:

Bid Submission Address and Deadline

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

By:



**Robert Wilson, Buyer
Boone County Purchasing**

OFFEROR has examined Addendum #1 to Request for Bid #23-30APR18- Crushed Stone Aggregate and Chip Seal Products – Term & Supply, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. PRICING

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$	\$	
4.8.2.	SR1	21,800	\$	\$	
4.8.3.	SR1.5	19,000	\$	\$	
4.8.4.	SR2.5	300	\$	\$	
4.8.5.	CR1	36,600	\$	\$	
4.8.6.	CR2	100	\$	\$	
4.8.7.	CR3	100	\$	\$	
4.8.8.	MS	100	\$	\$	
4.8.9.	QR	500	\$	\$	
4.8.10.	GQR	100	\$	\$	
4.8.11.	GQR6X9	200	\$	\$	
4.8.12.	GQR6X12	1,200	\$	\$	
4.8.13.	WR	100	\$	\$	
4.8.14.	GRB	500	\$	\$	
4.8.15.	Pugged Rock	1,000	\$	\$	add-on cost/ton
4.8.16.	S1.25 T1	6,000	\$	\$	
4.8.17.	S1.25 T2	4,400	\$	\$	
4.8.18.	C1.25	2,000	\$	\$	
4.8.19.	Grand Total			\$	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$	\$	
4.9.2.	C .375	3,000	\$	\$	
4.9.3.	C .5	3,000	\$	\$	
4.9.4.	Total			\$	

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
4.10.1.	0 - <5									
4.10.2.	5 - <10									
4.10.3.	10 - <15									
4.10.4.	15 - <20									
4.10.5.	20 - <25									
4.10.6.	25 - <30									
4.10.7.	30 - <35									
4.10.8.	35 - <40									

4.11. Holidays: Contractor shall list the holidays observed by their company: _____

4.12. Maximum Percentage Increase for Renewal Periods

_____ % 1st Renewal Term

_____ % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): _____

4.14. Will you honor these prices for any new or acquired plant opened during the contract term?

Yes No

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No

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

4.17. **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.**

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____



Request for Bid (RFB)

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **23-30APR18**
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**
Directions: **The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Exhibit A **Percent Passing Sieve Sizes**
Exhibit B **Current Rock Specifications**
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
“No Bid” Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum 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. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **Date of Commission Order through one year and may be renewed by the County for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of **Crushed Stone Aggregate** and the **Pick-Up of Chip Seal Products** as detailed in the following specifications.
 - 2.1.1. All orders shall be made on an “as needed” basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.
 - 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.6. **DELIVERY** – Pricing for delivery or pick up is requested in multiple formats:
 - Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor’s Plant). The County will pick up and haul crushed stone aggregate from the plant
 - Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
 - Chip Seal Products: F.O.B. Point of Origin (Vendor’s Plant). The County will pick up and haul chip seal products from plant.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. **Background Information:** The contract resulting from this Request for Bid will replace contract number 76-30NOV15 that will expire on March 31, 2018. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.com and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.
 - 2.7.2. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
 - 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Road & Bridge Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm’s bid.

- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.8. **Billing and Payments:** The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
- 2.7.9. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. Billing codes should be provided in the Bidder's Response. All units shall be stated in tons unless otherwise noted.
- 2.7.10. **Invoices:** Invoices for all contracted work shall include the following information at a minimum:
 - 1. County's Contract Number.
 - 2. The date, time, and location of the service provided.
 - 3. Load details
 - 4. Units stated in tons.

*If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.10.1. Invoices should be submitted to Boone County Road & Bridge department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Road & Bridge, 5551 Tom Bass Rd., Columbia, MO 65201.
- 2.7.11. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.11. of the Response Form.

- 2.8.2. **Routes:** The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however, delivery may be made from another location based on vendor operational efficiencies.
- 2.8.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.4. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.5. **Crushed Stone Aggregate Technical Specifications**
- 2.8.5.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
- 2.8.5.2. Deleterious rock and shale – 6.0 percent by weight
- 2.8.5.3. Mud balls – 2.5 percent by weight
- 2.8.5.4. Other foreign materials – 1 percent by weight
- 2.8.5.5. Abbreviations and Descriptions
- | | AASHTO T96
Minimum Hardiness |
|---|---------------------------------|
| *see Attachments for additional specifications | |
| a. RSB (Roll Stone Base)
*See Attachment A, % Passing Sieve Sizes | 60 |
| b. SR1 (1" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| c. SR1.5 (1 ½" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| d. SR2.5 (2 ½" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| e. CR1 (1" Clean Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| f. CR2 (2" Clean Crushed Stone)
See Attachment A, % Passing Sieve Sizes ASTM#3 | 45 |
| g. CR3 (3" Clean Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| h. MS (Manufactured Stone Sand)
*Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996 | 60 |

- i. QR (Quarry Run) 60
*Quarry Run, Riprap, or Shot Rock accepted upon visual inspection
 - j. GQR (Graded Quarry Run) 60
*Same as QR except stones are of a uniform size, 9" to 15" stones are acceptable.
 - k. GQR6x9 (Graded Quarry Run 6" x 9") 60
*See Attachment A, % Passing Sieve Sizes
 - l. GQR6x12 (Graded Quarry Run 6" x 12") 60
*See Attachment A, % Passing Sieve Sizes
 - n. WR (Waste Rock) 60
*By-products of the crushing process, accepted upon visual inspection
 - o. GRB (Gravel Road Base Type 5) 50
 - p. Pugged Rock
*Water added to one of the other rock types specified herein as requested by County
 - q. S1.25 T1 50
*See Attachment A, % Passing Sieve Sizes
 - r. S1.25 T2 50
*See Attachment A, % Passing Sieve Sizes
 - s. C1.25 50
*See Attachment A, % Passing Sieve Sizes
- 2.8.6. **Testing:** The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
- 2.8.7. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 2.8.8. The County reserves the right to utilize other vendors in the event that materials fail to comply with specifications. Further purchases from the Contractor may be suspended until material is found to conform to bid specifications.
- 2.8.9. **Chip Seal:** SC .625 (5/8" Seal coat chips) shall be washed or dry screened to ensure freedom from objectionable coatings, the percentage of wear shall not exceed 30 in accordance with AASHTO T96.
*See Attachment A, % Passing Sieve Sizes

- 2.8.10. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **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.
- 2.9.1. **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.
- 2.9.2. **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.
- 2.9.3. 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.**
- 2.9.4. **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.

- 2.9.5. **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.
- 2.9.6. **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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.9.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9.8. 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.
- 2.9.9. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.10. **Certificate Holder address:**
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201
- 2.11. **Overhead Line Protection:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.13.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Telephone (573) 886-4393, E-mail: rwilson@boonecountymo.org.
- 2.13.2. **County Authorized Representative** – Boone County Road & Bridge Department, Greg Edington, Director Road & Bridge Dept., 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.13.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements as well as the location of supplier's service location. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 2.13.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.13.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

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.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. PRICING

Line	Description	Unit of Measure Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$	\$	
4.8.2.	SR1	21,800	\$	\$	
4.8.3.	SR1.5	19,000	\$	\$	
4.8.4.	SR2.5	300	\$	\$	
4.8.5.	CR1	36,600	\$	\$	
4.8.6.	CR2	100	\$	\$	
4.8.7.	CR3	100	\$	\$	
4.8.8.	MS	100	\$	\$	
4.8.9.	QR	500	\$	\$	
4.8.10.	GQR	100	\$	\$	
4.8.11.	GQR6X9	200	\$	\$	
4.8.12.	GQR6X12	1,200	\$	\$	
4.8.13.	WR	100	\$	\$	
4.8.14.	GRB	500	\$	\$	
4.8.15.	Pugged Rock	1,000	\$	\$ add-on cost/ton	
4.8.16.	S1.25 T1	6,000	\$	\$	
4.8.17.	S1.25 T2	4,400	\$	\$	
4.8.18.	C1.25	2,000	\$	\$	
4.8.19.	Grand Total			\$	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$	\$	

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
4.10.1.	0 - <5									
4.10.2.	5 - <10									
4.10.3.	10 - <15									
4.10.4.	15 - <20									
4.10.5.	20 - <25									
4.10.6.	25 - <30									
4.10.7.	30 - <35									
4.10.8.	35 - <40									

4.11. Holidays: Contractor shall list the holidays observed by their company: _____

4.12. Maximum Percentage Increase for Renewal Periods

_____ % 1st Renewal Term

_____ % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): _____

- 4.14. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No
- 4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No
- 4.16. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No
- 4.17. **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.**

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

Exhibit A

PERCENT PASSING
SIEVE SIZES

TYPE	3"	2-1/2"	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No. 30	No. 40	No. 200
RSB						100		60-90		35-60					10-35	
SR1						100			65*			5-25				
SR2.5		90-100				45-60				0-20						
CR1				100		95-100		25-60		0-10	0-5					
CR2		100	90-100	35-70		0-15		0-5								
CR3	100	90-100	35-70	0-15				0-5								
SC.625							100	85-100	30-65	0-5						0-1
GQR6X9																
GQR6																
GRB						100		60-90		35-60				10-35		8-15
S1.25 T1				100		90-100		35-65	30-50							5-9
S1.25 T2				100		90-100		53-73		20-40						3-9
C1.25				100		90-100		34-54	20-30							1-5

- * indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6X12 per Sections 2.8.5.5. k and 2.8.5.5. l:

GQR6X9

100% passing < 9" diameter by weight
30% passing < 6" diameter by weight
10% passing < 3" diameter by weight
Also accepted upon visual inspection.

GQR6X12

100% passing < 12" diameter by weight
30% passing < 9" diameter by weight
10% passing < 3" diameter by weight
Also accepted upon visual inspection

Exhibit B

BOONE COUNTY ROAD & BRIDGE
CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

Item	Description	Specification No.	Source	Modifications
RSB	Rolled Stone Base (Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	None
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	None
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .625	5/8" Chips	Custom Spec.	Boone County	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes
S1.25 T1	1 1/4" Surface	Custom Spec.	Boone County	None
S1.25 T2	1 1/4" Surface	Custom Spec.	Boone County	None
C1.25	1 1/4" Clean	Custom Spec.	Boone County	None

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 Road & Bridge projects.

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

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

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

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

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

County of _____)

State of _____)ss
_____)

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

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

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

_____ Affiant Date

Printed Name

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

Notary Public

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90-day qualification.

____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.



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

“No Bid” Response Form

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

“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 e-mail, 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: 23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
CRUSHED STONE AGGREGATE AND CHIP SEAL PRODUCTS
TERM AND SUPPLY**

THIS AGREEMENT dated the 29th day of May, 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, L.L.C. d/b/a Boone Quarries**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Crushed Stone Aggregate and Chip Seal Products Term and Supply**, County of Boone Request for Bid #**23-30APR18**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A - Percent Passing Sieve Sizes, and Exhibit B - Current Rock Specifications, as well as the Contractor's bid response dated **May 7, 2018** and executed by **Greg Alderson** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Exhibit B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall be **Date of Commission Order through December 31, 2018**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.

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

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

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

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


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

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

CON-AGG of MO, L.L.C.
d/b/a BOONE QUARRIES

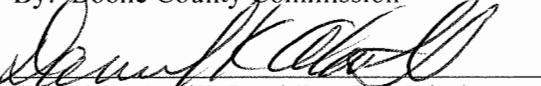
By _____

Title _____

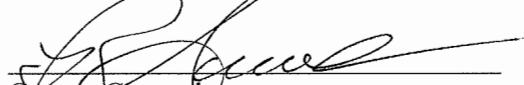

SALES MANAGER

BOONE COUNTY, MISSOURI


By: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

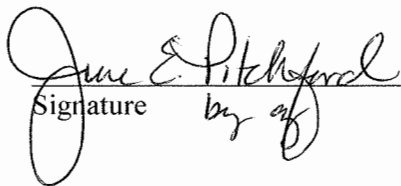

County Counselor

ATTEST:


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.)


Signature by of

5/21/18
Date

2040-26200/26201 - Term & Supply
No Encumbrance Required
Appropriation Account

CHANGE Bid Submission and Bid Opening date and time to:

Bid Submission Address and Deadline

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

By: _____
Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid **#23-30APR18- Crushed Stone Aggregate and Chip Seal Products – Term & Supply**, receipt of which is hereby acknowledged:

Company Name: Boone Quarries
Address: 2604 N. Stadium Blvd. Columbia, Mo
Phone Number: 573-234-2147 Fax Number: 573-446-0147
E-mail: greg.alderson@conagg-mo.com

Authorized Representative Signature:  Date: 5-7-18

Authorized Representative Printed Name: Greg Alderson



BOONE COUNTY, MISSOURI
RFB #23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

ADDENDUM # 1 - Issued April 18, 2018

This addendum is issued in accordance with the Primary Specifications 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*.

ADD the following items to section 2.8.5.5:

- | | |
|---|----|
| t. C .375 (3/8" Osage River Crushed Rock) | 20 |
| *See Attachment A, % Passing Sieve Sizes | |
| u. C .5 (1/2" Osage River Crushed Rock) | 20 |
| *See Attachment A, % Passing Sieve Sizes | |

ADD the following lines to *Exhibit A: Percent Passing Sieve Sizes*, in accordance with those above:

TYPE	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No.100	No.200
C .375							99 - 100	52 - 66	10 - 17	2 - 5	0.8 - 1	0.3 - 0	0.1 - 0	0
C .5				100	99	88	45	14 - 16	4 - 6	1 - 2	0.3 - 1	0.2 - 0	0.08 - 0	


ADD the following lines to *Exhibit B: Boone County Road & Bridge Current Rock Specifications*, in accordance with those above:

Item	Description	Specification No.	Source	Modifications
C .375	3/8" Clean	Custom Spec.	Boone County	None
C .5	1/2" Clean	Custom Spec.	Boone County	None

Replace the Bid *Response Form* with the attached *Revised Bid Form*.

- 4.13. Location of Vendor's Plant(s): BQE - 3101 Creasy Springs Rd. Columbia
BQN- 2510 N. Stadium, Columbia, BQ Riggs - 1801 West Williams Rd, Sturgeon
BQ Millersburg - 5701 State Rd J, Fulton
- 4.14. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No
- 4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No
- 4.16. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No
- 4.17. **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.**

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

Greg Alderson

Today's Date: 5-7-18

4. **Response Form**

- 4.1. Company Name: Boone Quarries - East + West
- 4.2. Address: 2604 N. Stadium Blvd.
- 4.3. City/Zip: Columbia, Mo 65202
- 4.4. Phone Number: 573-447-0100
- 4.5. Fax Number: 573-446-0147
- 4.6. Federal Tax ID: 43-1765061
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) LLC

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. **PRICING**

Line	Description	Unit of Measure Approximate Quantity	Tons	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700		\$ 7.25	\$ 26,825	306
4.8.2.	SR1	21,800		\$ 7.65	\$ 166,770	315
4.8.3.	SR1.5	19,000		\$ 7.65	\$ 145,350	320
4.8.4.	SR2.5	300		\$ 7.65	\$ 2,295	325
4.8.5.	CR1	36,600		\$ 10.20	\$ 373,320	205
4.8.6.	CR2	100		\$ 9.25	\$ 925	215
4.8.7.	CR3	100		\$ 9.25	\$ 925	225
4.8.8.	MS	100		\$ 5.75	\$ 575	415
4.8.9.	QR	500		\$ 8.30	\$ 4,150	815
4.8.10.	GQR	100		\$ 11.40	\$ 1,140	813
4.8.11.	GQR6X9	200		\$	\$	N/A
4.8.12.	GQR6X12	1,200		\$ 11.30	\$ 13,560	235
4.8.13.	WR	100		\$ 4.30	\$ 430	800
4.8.14.	GRB	500		\$ 7.75	\$ 3,875	308
4.8.15.	Pugged Rock	1,000		\$.50	\$ 500 add-on cost/ton	
4.8.16.	S1.25 T1	6,000		\$	\$	N/A
4.8.17.	S1.25 T2	4,400		\$	\$	N/A
4.8.18.	C1.25	2,000		\$ 10.10	\$ 20,200	208
4.8.19.	Grand Total				\$ 871,990	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Approximate Quantity	Tons Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$ 12.35	\$ 37,050	227
4.9.2.	C.375	3,000	\$ 12.35	\$ 37,050	200
4.9.3.	C.5	3,000	\$ 12.35	\$ 37,050	202
4.9.4.	Total			\$ 111,150	

Limestone

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

Schedule	A	B	C	D	E	F	G	H	I
Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5	2.85	2.85	2.85	2.85	2.85	2.85	2.95	3.05
4.10.2.	5 - <10	3.60	3.60	3.60	3.60	3.60	3.60	3.65	3.80
4.10.3.	10 - <15	4.15	4.15	4.15	4.15	4.15	4.15	4.35	4.50
4.10.4.	15 - <20	5.05	5.05	5.05	5.05	5.05	5.05	5.20	5.35
4.10.5.	20 - <25	5.85	5.85	5.85	5.85	5.85	5.85	5.95	6.10
4.10.6.	25 - <30	6.35	6.35	6.35	6.35	6.35	6.35	6.50	6.60
4.10.7.	30 - <35	7.05	7.05	7.05	7.05	7.05	7.05	7.15	7.30
4.10.8.	35 - <40	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.10

4.11. **Holidays:** Contractor shall list the holidays observed by their company: Memorial Day, 4th July, Christmas, Thanksgiving, New Years Day

4.12. Maximum Percentage Increase for Renewal Periods

0-5 % 1st Renewal Term

0-5 % 2nd Renewal Term

4. Response Form

- 4.1. Company Name: Boone Quarries - Millersburg
- 4.2. Address: 2604 N. Stadium Blvd
- 4.3. City/Zip: Columbia, Mo 65202
- 4.4. Phone Number: 573-447-0100
- 4.5. Fax Number: 573-446-0147
- 4.6. Federal Tax ID: 43-1765061
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) LLC

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. **PRICING**

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$ 6.25	\$ 23,125	306
4.8.2.	SR1	21,800	\$ 7.25	\$ 158,050	315
4.8.3.	SR1.5	19,000	\$ 7.25	\$ 137,750	320
4.8.4.	SR2.5	300	\$ 7.25	\$ 2,175	325
4.8.5.	CR1	36,600	\$ 9.75	\$ 356,850	205
4.8.6.	CR2	100	\$ 8.75	\$ 875	215
4.8.7.	CR3	100	\$ 8.75	\$ 875	225
4.8.8.	MS	100	\$ 9.80	\$ 980	415
4.8.9.	QR	500	\$ 7.00	\$ 3,500	815
4.8.10.	GQR	100	\$ 10.40	\$ 1,040	813
4.8.11.	GQR6X9	200	\$ 9.40	\$ 1,880	234
4.8.12.	GQR6X12	1,200	\$ 9.60	\$ 11,520	235
4.8.13.	WR	100	\$ 3.25	\$ 3.25	820
4.8.14.	GRB	500	\$ 7.65	\$ 3,825	308
4.8.15.	Pugged Rock	1,000	\$.50	\$ 500 add-on cost/ton	
4.8.16.	S1.25 T1	6,000	\$	\$	N/A
4.8.17.	S1.25 T2	4,400	\$ 7.75	\$ 34,100	
4.8.18.	C1.25	2,000	\$ 9.60	\$ 19,200	208
4.8.19.	Grand Total			\$ 891,570	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Approximate Quantity	Tons Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$ 15.00	\$ 45,000	227
4.9.2.	C .375	3,000	\$ 15.00	\$ 45,000	200
4.9.3.	C .5	3,000	\$ 15.00	\$ 45,000	202
4.9.4.	Total			\$ 135,000	

→ Limestone

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

Schedule	A	B	C	D	E	F	G	H	I	
Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	
Line	Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	
4.10.1.	0 - <5	2.70	2.70	2.70	2.70	2.70	2.85	2.95	3.05	3.20
4.10.2.	5 - <10	3.40	3.40	3.40	3.40	3.40	3.50	3.65	3.80	4.00
4.10.3.	10 - <15	4.05	4.05	4.05	4.05	4.05	4.20	4.35	4.50	4.60
4.10.4.	15 - <20	4.80	4.80	4.80	4.80	4.80	5.10	5.20	5.35	5.50
4.10.5.	20 - <25	5.60	5.60	5.60	5.60	5.60	5.80	5.95	6.10	6.20
4.10.6.	25 - <30	6.10	6.10	6.10	6.10	6.10	6.35	6.50	6.60	6.75
4.10.7.	30 - <35	6.75	6.75	6.75	6.75	6.75	7.00	7.15	7.30	7.40
4.10.8.	35 - <40	7.65	7.65	7.65	7.65	7.65	7.85	8.00	8.10	8.25

4.11. Holidays: Contractor shall list the holidays observed by their company: Memorial Day, 4th July, Christmas, Thanksgiving, New Years Day

4.12. Maximum Percentage Increase for Renewal Periods

0-5 % 1st Renewal Term

0-5 % 2nd Renewal Term

**BOONE
QUARRIES**
Gradation Report

Collection Date - 3/16/2018

Quarry Location - Boone Quarries, Millersburg

Product - 1-1/4" RR 51.25 T2

Formation - Burlington

Ledges - _____

Customer - Boone County Public Works

Sieve	% Passing	Range
1 1/4"	100.0%	100%
1"	98.0%	90-100%
3/4"	84.0%	
1/2"	63.0%	53-73%
3/8"	51.0%	
#4	30.0%	20-40%
#8	15.0%	
#16	12.0%	
#30	10.0%	
#50	8.0%	
#100	7.0%	
#200	6.0%	3.0-9.0%

4. **Response Form**

- 4.1. Company Name: Boone Quarries - Riggs
- 4.2. Address: 2604 N. Stadium Blvd.
- 4.3. City/Zip: Columbia, Mo 65202
- 4.4. Phone Number: 573-447-0100
- 4.5. Fax Number: 573-446-0147
- 4.6. Federal Tax ID: 43-1765061
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) LLC

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. **PRICING**

Line	Description	Unit of Measure Approximate Quantity	Tons Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$ 6.75	\$ 24,975	306
4.8.2.	SR1	21,800	\$ 7.50	\$ 163,500	315
4.8.3.	SR1.5	19,000	\$ 7.50	\$ 142,500	319
4.8.4.	SR2.5	300	\$ 7.50	\$ 2,250	325
4.8.5.	CR1	36,600	\$ 10.10	\$ 369,660	205
4.8.6.	CR2	100	\$ 9.15	\$ 915	215
4.8.7.	CR3	100	\$ 9.15	\$ 915	225
4.8.8.	MS	100	\$ 9.80	\$ 980	415
4.8.9.	QR	500	\$ 7.00	\$ 3,500	815
4.8.10.	GQR	100	\$ 10.40	\$ 1,040	813
4.8.11.	GQR6X9	200	\$	\$	N/A
4.8.12.	GQR6X12	1,200	\$ 10.50	\$ 12,600	235
4.8.13.	WR	100	\$ 3.25	\$ 325	820
4.8.14.	GRB	500	\$ 7.65	\$ 3,825	308
4.8.15.	Pugged Rock	1,000	\$.50	\$ 500 add-on cost/ton	
4.8.16.	S1.25 T1	6,000	\$ 8.00	\$ 48,000	
4.8.17.	S1.25 T2	4,400	\$	\$	N/A
4.8.18.	C1.25	2,000	\$ 10.00	\$ 20,000	208
4.8.19.	Grand Total			\$ 930,485	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$ 15.00	\$ 45,000	227
4.9.2.	C .375	3,000	\$ 15.00	\$ 45,000	200
4.9.3.	C .5	3,000	\$ 15.00	\$ 45,000	202
4.9.4.	Total			\$ 135,000	

Limestone

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

Schedule	A	B	C	D	E	F	G	H	I	
Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	
4.10.1.	0 - <5	2.70	2.70	2.70	2.70	2.70	2.85	2.95	3.05	3.20
4.10.2.	5 - <10	3.40	3.40	3.40	3.40	3.40	3.50	3.65	3.80	4.00
4.10.3.	10 - <15	4.00	4.00	4.00	4.00	4.00	4.20	4.35	4.50	4.60
4.10.4.	15 - <20	4.90	4.90	4.90	4.90	4.90	5.10	5.20	5.35	5.50
4.10.5.	20 - <25	5.60	5.60	5.60	5.60	5.60	5.80	5.95	6.10	6.20
4.10.6.	25 - <30	6.10	6.10	6.10	6.10	6.10	6.35	6.50	6.60	6.75
4.10.7.	30 - <35	6.75	6.75	6.75	6.75	6.75	7.00	7.15	7.30	7.40
4.10.8.	35 - <40	7.65	7.65	7.65	7.65	7.65	7.85	8.00	8.10	8.25

4.11. Holidays: Contractor shall list the holidays observed by their company: Memorial Day, 4th July, Christmas, Thanksgiving, New Years Day

4.12. Maximum Percentage Increase for Renewal Periods

0 to 5 % 1st Renewal Term

0 to 5 % 2nd Renewal Term

BOONE QUARRIES

Gradation Report

Collection Date - 3/16/2018

Quarry Location - Boone Quarries, Riggs

Product - 1-1/4" RR S 1.25 T 1

Formation - Burlington

Ledges - _____

Customer - Boone County Public Works

Sieve	% Passing	Range
1 1/4"	100.0%	100%
1"	98.0%	90-100%
3/4"	85.0%	
1/2"	55.0%	35-65%
3/8"	40.0%	30-50%
#4	20.0%	
#8	15.0%	
#16	12.0%	
#30	11.0%	
#50	9.0%	
#100	8.0%	
#200	7.0%	5.0-9.0%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2018

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Company of North America		43575
INSURER C : Berkshire Hathaway Specialty Insurance Company		22276
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

INSURED
Summit Materials, Inc.
Attn: Dana Gortney
1550 Wynkoop Street, 3rd Floor
Denver, CO 80202

COVERAGES **CERTIFICATE NUMBER:** NYC-010266667-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			HDO G27874162	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25150077	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			42-UMO-302383-03	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C64624994 (AOS) SCF C64625007 (WI)	12/31/2017 12/31/2017	12/31/2018 12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Boone County is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

Boone County
c/o Purchasing Department
613 East Ash Street
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
of Marsh USA Inc.

Lauren Giagrande

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum 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. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **Date of Commission Order through one year and may be renewed by the County for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of **Crushed Stone Aggregate** and the **Pick-Up of Chip Seal Products** as detailed in the following specifications.
- 2.1.1. All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **DELIVERY** – Pricing for delivery or pick up is requested in multiple formats:
- Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plant
- Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
- Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The contract resulting from this Request for Bid will replace contract number 76-30NOV15 that will expire on March 31, 2018. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.com and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.
- 2.7.2. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Road & Bridge Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.

2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.

2.7.6. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

2.7.8. **Billing and Payments:** The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.7.9. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. Billing codes should be provided in the Bidder's Response. All units shall be stated in tons unless otherwise noted.

2.7.10. **Invoices:** Invoices for all contracted work shall include the following information at a minimum:

1. County's Contract Number.
2. The date, time, and location of the service provided.
3. Load details
4. Units stated in tons.

*If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

2.7.10.1. Invoices should be submitted to Boone County Road & Bridge department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Road & Bridge, 5551 Tom Bass Rd., Columbia, MO 65201.

2.7.11. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**

2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.11. of the Response Form.

- 2.8.2. **Routes:** The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however, delivery may be made from another location based on vendor operational efficiencies.
- 2.8.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.4. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.5. **Crushed Stone Aggregate Technical Specifications**
- 2.8.5.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
- 2.8.5.2. Deleterious rock and shale – 6.0 percent by weight
- 2.8.5.3. Mud balls – 2.5 percent by weight
- 2.8.5.4. Other foreign materials – 1 percent by weight
- 2.8.5.5. Abbreviations and Descriptions
- | | AASHTO T96
Minimum Hardiness |
|---|---------------------------------|
| *see Attachments for additional specifications | |
| a. RSB (Roll Stone Base)
*See Attachment A, % Passing Sieve Sizes | 60 |
| b. SR1 (1" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| c. SR1.5 (1 ½" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| d. SR2.5 (2 ½" Minus Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| e. CR1 (1" Clean Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| f. CR2 (2" Clean Crushed Stone)
See Attachment A, % Passing Sieve Sizes ASTM#3 | 45 |
| g. CR3 (3" Clean Crushed Stone)
*See Attachment A, % Passing Sieve Sizes | 45 |
| h. MS (Manufactured Stone Sand)
*Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996 | 60 |

i. QR (Quarry Run)	60
*Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	
j. GQR (Graded Quarry Run)	60
*Same as QR except stones are of a uniform size, 9" to 15" stones are acceptable.	
k. GQR6x9 (Graded Quarry Run 6" x 9")	60
*See Attachment A, % Passing Sieve Sizes	
l. GQR6x12 (Graded Quarry Run 6" x 12")	60
*See Attachment A, % Passing Sieve Sizes	
n. WR (Waste Rock)	60
*By-products of the crushing process, accepted upon visual inspection	
o. GRB (Gravel Road Base Type 5)	50
p. Pugged Rock	
*Water added to one of the other rock types specified herein as requested by County	
q. S1.25 T1	50
*See Attachment A, % Passing Sieve Sizes	
r. S1.25 T2	50
*See Attachment A, % Passing Sieve Sizes	
s. C1.25	50
*See Attachment A, % Passing Sieve Sizes	

- 2.8.6. **Testing:** The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
- 2.8.7. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 2.8.8. The County reserves the right to utilize other vendors in the event that materials fail to comply with specifications. Further purchases from the Contractor may be suspended until material is found to conform to bid specifications.
- 2.8.9. **Chip Seal:** SC .625 (5/8" Seal coat chips) shall be washed or dry screened to ensure freedom from objectionable coatings, the percentage of wear shall not exceed 30 in accordance with AASHTO T96.
*See Attachment A, % Passing Sieve Sizes

- 2.8.10. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **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.
- 2.9.1. **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.
- 2.9.2. **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.
- 2.9.3. 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.**
- 2.9.4. **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.

- 2.9.5. **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.
- 2.9.6. **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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.9.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9.8. 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.
- 2.9.9. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.10. **Certificate Holder address:**
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201
- 2.11. **Overhead Line Protection:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.13.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Telephone (573) 886-4393, E-mail: rwilson@boonecountymmo.org.
- 2.13.2. **County Authorized Representative** – Boone County Road & Bridge Department, Greg Edington, Director Road & Bridge Dept., 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.13.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements as well as the location of supplier's service location. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 2.13.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.13.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

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.

Exhibit A

PERCENT PASSING
SIEVE SIZES

TYPE	3"	2-1/2"	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No. 30	No. 40	No. 200
RSB						100		60-90		35-60						10-35
SR1						100			65*			5-25				
SR2.5		90-100				45-60				0-20						
CR1				100		95-100		25-60		0-10	0-5					
CR2		100	90-100	35-70		0-15		0-5								
CR3	100	90-100	35-70	0-15				0-5								
SC.625							100	85-100	30-65	0-5						0-1
3QR6X9																
GQR6																
GRB						100		60-90		35-60				10-35		8-15
31.25 T1					100	90-100		35-65	30-50							5-9
31.25 T2					100	90-100		53-73		20-40						3-9
C1.25					100	90-100		34-54	20-30							1-5

* indicates maximum permitted

(a) plasticity index (0-6)

(b) plasticity index (4-12)

GQR6X9 and GQR6X12 per Sections 2.8.5.5. k and 2.8.5.5. l:

GQR6X9

100% passing < 9" diameter by weight
30% passing < 6" diameter by weight
10% passing < 3" diameter by weight
Also accepted upon visual inspection.

GQR6X12

100% passing < 12" diameter by weight
30% passing < 9" diameter by weight
10% passing < 3" diameter by weight
Also accepted upon visual inspection

Exhibit B

BOONE COUNTY ROAD & BRIDGE
CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

Item	Description	Specification No.	Source	Modifications
RSB	Rolled Stone Base (Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	None
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	None
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .625	5/8" Chips	Custom Spec.	Boone County	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes
S1.25 T1	1 1/4" Surface	Custom Spec.	Boone County	None
S1.25 T2	1 1/4" Surface	Custom Spec.	Boone County	None
C1.25	1 1/4" Clean	Custom Spec.	Boone County	None

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 Road & Bridge projects.

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

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

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

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

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

County of Boone)
)ss
State of Missouri)

My name is Greg Alderson. I am an authorized agent of Boone Quarries (Bidder).

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

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

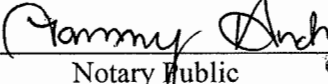


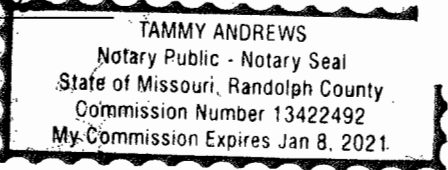
Affiant

Date 5/7/18

Greg Alderson
Printed Name

Subscribed and sworn to before me this 7th day of May, 2018.


Notary public



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

(Please complete and return with Contract)

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

his 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 Alderson, Sales

Name and Title of Authorized Representative

Greg Alderson

Signature

5-7-18

Date

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.



BOONE COUNTY, MISSOURI
RFB #23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

ADDENDUM # 1 - Issued April 18, 2018

This addendum is issued in accordance with the Primary Specifications 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*.

ADD the following items to section 2.8.5.5:

- t. C .375 (3/8" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

- u. C .5 (1/2" Osage River Crushed Rock) 20
 *See Attachment A, % Passing Sieve Sizes

ADD the following lines to *Exhibit A: Percent Passing Sieve Sizes*, in accordance with those above:

TYPE	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No.100	No.200
C .375							99 - 100	52 - 66	10 - 17	2 - 5	0.8 - 1	0.3 - 0	0.1 - 0	0
C .5					100	99	88	45	14 - 16	4 - 6	1 - 2	0.3 - 1	0.2 - 0	0.08 - 0

ADD the following lines to *Exhibit B: Boone County Road & Bridge Current Rock Specifications*, in accordance with those above:

Item	Description	Specification No.	Source	Modifications
C .375	3/8" Clean	Custom Spec.	Boone County	None
C .5	1/2" Clean	Custom Spec.	Boone County	None

Replace the Bid *Response Form* with the attached *Revised Bid Form*.

CHANGE Bid Submission and Bid Opening date and time to:

Bid Submission Address and Deadline

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Monday, May 7, 2018
Time: 2:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

By:



**Robert Wilson, Buyer
Boone County Purchasing**

OFFEROR has examined Addendum #1 to Request for Bid #23-30APR18- Crushed Stone Aggregate and Chip Seal Products – Term & Supply, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. PRICING

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$	\$	
4.8.2.	SR1	21,800	\$	\$	
4.8.3.	SR1.5	19,000	\$	\$	
4.8.4.	SR2.5	300	\$	\$	
4.8.5.	CR1	36,600	\$	\$	
4.8.6.	CR2	100	\$	\$	
4.8.7.	CR3	100	\$	\$	
4.8.8.	MS	100	\$	\$	
4.8.9.	QR	500	\$	\$	
4.8.10.	GQR	100	\$	\$	
4.8.11.	GQR6X9	200	\$	\$	
4.8.12.	GQR6X12	1,200	\$	\$	
4.8.13.	WR	100	\$	\$	
4.8.14.	GRB	500	\$	\$	
4.8.15.	Pugged Rock	1,000	\$	\$ add-on cost/ton	
4.8.16.	S1.25 T1	6,000	\$	\$	
4.8.17.	S1.25 T2	4,400	\$	\$	
4.8.18.	C1.25	2,000	\$	\$	
4.8.19.	Grand Total			\$	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Approximate Quantity	Tons	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000		\$	\$	
4.9.2.	C .375	3,000		\$	\$	
4.9.3.	C .5	3,000		\$	\$	
4.9.4.	Total				\$	

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

Schedule	A	B	C	D	E	F	G	H	I
Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5								
4.10.2.	5 - <10								
4.10.3.	10 - <15								
4.10.4.	15 - <20								
4.10.5.	20 - <25								
4.10.6.	25 - <30								
4.10.7.	30 - <35								
4.10.8.	35 - <40								

4.11. Holidays: Contractor shall list the holidays observed by their company: _____

4.12. Maximum Percentage Increase for Renewal Periods

_____ % 1st Renewal Term

_____ % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): _____

4.14. Will you honor these prices for any new or acquired plant opened during the contract term?

Yes No

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No

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

4.17. **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.**

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____



Request for Bid (RFB)

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **23-30APR18**
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**
Directions: **The Purchasing office is located on the Northwest corner at 7th Street and Ash Street.
Enter the building from the South side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Monday, April 30, 2018**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 113
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Percent Passing Sieve Sizes**
- Exhibit B **Current Rock Specifications**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Debarment Certification**
- Standard Terms and Conditions**
- “No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum 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. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **Date of Commission Order through one year** and **may be renewed by the County for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of **Crushed Stone Aggregate** and the **Pick-Up of Chip Seal Products** as detailed in the following specifications.
- 2.1.1. All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **DELIVERY** - Pricing for delivery or pick up is requested in multiple formats:
- Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plant
- Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
- Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The contract resulting from this Request for Bid will replace contract number 76-30NOV15 that will expire on March 31, 2018. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.com and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.
- 2.7.2. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Road & Bridge Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.

- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.7. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.8. **Billing and Payments:** The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
- 2.7.9. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. Billing codes should be provided in the Bidder's Response. All units shall be stated in tons unless otherwise noted.
- 2.7.10. **Invoices:** Invoices for all contracted work shall include the following information at a minimum:
1. County's Contract Number.
 2. The date, time, and location of the service provided.
 3. Load details
 4. Units stated in tons.

*If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.10.1. Invoices should be submitted to Boone County Road & Bridge department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Road & Bridge, 5551 Tom Bass Rd., Columbia, MO 65201.
- 2.7.11. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.11. of the Response Form.

2.8.2. **Routes:** The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however, delivery may be made from another location based on vendor operational efficiencies.

2.8.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

2.8.4. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

2.8.5. **Crushed Stone Aggregate Technical Specifications**

2.8.5.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.

2.8.5.2. Deleterious rock and shale – 6.0 percent by weight

2.8.5.3. Mud balls – 2.5 percent by weight

2.8.5.4. Other foreign materials – 1 percent by weight

2.8.5.5. Abbreviations and Descriptions	AASHTO T96 Minimum Hardness
---	--------------------------------

*see Attachments for additional specifications	
a. RSB (Roll Stone Base) *See Attachment A, % Passing Sieve Sizes	60
b. SR1 (1" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
c. SR1.5 (1 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
d. SR2.5 (2 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
e. CR1 (1" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
f. CR2 (2" Clean Crushed Stone) See Attachment A, % Passing Sieve Sizes ASTM#3	45
g. CR3 (3" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
h. MS (Manufactured Stone Sand) *Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996	60

i. QR (Quarry Run)	60
*Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	
j. GQR (Graded Quarry Run)	60
*Same as QR except stones are of a uniform size, 9" to 15" stones are acceptable.	
k. GQR6x9 (Graded Quarry Run 6" x 9")	60
*See Attachment A, % Passing Sieve Sizes	
l. GQR6x12 (Graded Quarry Run 6" x 12")	60
*See Attachment A, % Passing Sieve Sizes	
n. WR (Waste Rock)	60
*By-products of the crushing process, accepted upon visual inspection	
o. GRB (Gravel Road Base Type 5)	50
p. Pugged Rock	
*Water added to one of the other rock types specified herein as requested by County	
q. S1.25 T1	50
*See Attachment A, % Passing Sieve Sizes	
r. S1.25 T2	50
*See Attachment A, % Passing Sieve Sizes	
s. C1.25	50
*See Attachment A, % Passing Sieve Sizes	

- 2.8.6. **Testing:** The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
- 2.8.7. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 2.8.8. The County reserves the right to utilize other vendors in the event that materials fail to comply with specifications. Further purchases from the Contractor may be suspended until material is found to conform to bid specifications.
- 2.8.9. **Chip Seal:** SC .625 (5/8" Seal coat chips) shall be washed or dry screened to ensure freedom from objectionable coatings, the percentage of wear shall not exceed 30 in accordance with AASHTO T96.
*See Attachment A, % Passing Sieve Sizes

- 2.8.10. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **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.
- 2.9.1. **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.
- 2.9.2. **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.
- 2.9.3. 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.**
- 2.9.4. **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.

- 2.9.5. **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.
- 2.9.6. **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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.9.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9.8. 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.
- 2.9.9. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.10. **Certificate Holder address:**
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201
- 2.11. **Overhead Line Protection:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.13.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Telephone (573) 886-4393, E-mail: rwilson@boonecountymmo.org.
- 2.13.2. **County Authorized Representative** – Boone County Road & Bridge Department, Greg Edington, Director Road & Bridge Dept., 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.13.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements as well as the location of supplier's service location. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 2.13.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.13.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

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.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.

4.8. PRICING

Line	Description	Unit of Measure Approximate Quantity	Tons Unit Price Per Ton	Extended Total	Material Code
4.8.1.	RSB	3,700	\$	\$	
4.8.2.	SR1	21,800	\$	\$	
4.8.3.	SR1.5	19,000	\$	\$	
4.8.4.	SR2.5	300	\$	\$	
4.8.5.	CR1	36,600	\$	\$	
4.8.6.	CR2	100	\$	\$	
4.8.7.	CR3	100	\$	\$	
4.8.8.	MS	100	\$	\$	
4.8.9.	QR	500	\$	\$	
4.8.10.	GQR	100	\$	\$	
4.8.11.	GQR6X9	200	\$	\$	
4.8.12.	GQR6X12	1,200	\$	\$	
4.8.13.	WR	100	\$	\$	
4.8.14.	GRB	500	\$	\$	
4.8.15.	Pugged Rock	1,000	\$	\$	add-on cost/ton
4.8.16.	S1.25 T1	6,000	\$	\$	
4.8.17.	S1.25 T2	4,400	\$	\$	
4.8.18.	C1.25	2,000	\$	\$	
4.8.19.	Grand Total			\$	

4.9. Chip Seal Pricing

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	Material Code
4.9.1.	SC.625	3,000	\$	\$	

4.10. Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5									
4.10.2.	5 - <10									
4.10.3.	10 - <15									
4.10.4.	15 - <20									
4.10.5.	20 - <25									
4.10.6.	25 - <30									
4.10.7.	30 - <35									
4.10.8.	35 - <40									

4.11. Holidays: Contractor shall list the holidays observed by their company: _____

4.12. Maximum Percentage Increase for Renewal Periods

_____ % 1st Renewal Term

_____ % 2nd Renewal Term

4.13. Location of Vendor's Plant(s): _____

- 4.14. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No
- 4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No
- 4.16. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No
- 4.17. **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.**

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

Exhibit A

**PERCENT PASSING
SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1 1/4"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No. 30	No. 40	No. 200
RSB						100		60-90		35-60				10-35		
SR1						100			65*			5-25				
SR2.5		90-100				45-60				0-20						
CR1				100		95-100		25-60		0-10	0-5					
CR2		100	90-100	35-70		0-15		0-5								
CR3	100	90-100	35-70	0-15				0-5								
SC.625							100	85-100	30-65	0-5						0-1
GQR6X9																
GQR6																
GRB						100		60-90		35-60				10-35		8-15
S1.25 T1				100	90-100			35-65	30-50							5-9
S1.25 T2				100	90-100			53-73		20-40						3-9
C1.25				100	90-100			34-54	20-30							1-5

- * indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6X12 per Sections 2.8.5.5. k and 2.8.5.5. l:

GQR6X9

100% passing < 9" diameter by weight
 30% passing < 6" diameter by weight
 10% passing < 3" diameter by weight
 Also accepted upon visual inspection.

GQR6X12

100% passing < 12" diameter by weight
 30% passing < 9" diameter by weight
 10% passing < 3" diameter by weight
 Also accepted upon visual inspection

Exhibit B

BOONE COUNTY ROAD & BRIDGE
CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

Item	Description	Specification No.	Source	Modifications
RSB	Rolled Stone Base (Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	None
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	None
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .625	5/8" Chips	Custom Spec.	Boone County	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes
S1.25 T1	1 ¼" Surface	Custom Spec.	Boone County	None
S1.25 T2	1 ¼" Surface	Custom Spec.	Boone County	None
C1.25	1 ¼" Clean	Custom Spec.	Boone County	None

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 Road & Bridge projects.

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90-day qualification.

____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.



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

“No Bid” Response Form

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

“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 e-mail, 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: 23-30APR18 – Crushed Stone Aggregate and Chip Seal Products – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

287 -2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 29th day of May 20 18

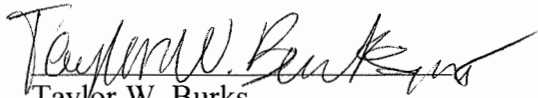
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One between Boone County and Missouri Petroleum Products Company, LLC.

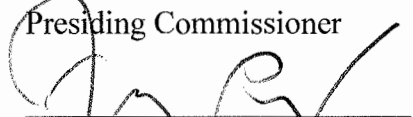
The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

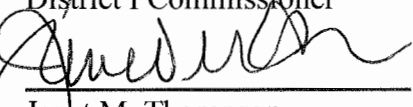
Done this 29th day of May, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Commission Order: 287-2018

**CONTRACT AMENDMENT NUMBER ONE
AGREEMENT FOR
CHIP SEAL PAVEMENT PRESERVATION FOR BOONE AND CALLAWAY COUNTIES,
AND THE CITY OF COLUMBIA**

The Agreement **12-22MAR18** - dated May 3rd, 2018 made by and between Boone County, Missouri and **Missouri Petroleum Products Company, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD the following cooperative purchasing language to allow the City of Columbia to use the pricing listed in the contract:

The undersigned agrees to honor the submitted prices for purchase by the entities identified in this bid who participate in cooperative purchasing with Boone County, Missouri.

Participating entities in this contract are:

Boone County, 613 E. Ash St., Room 113, Columbia, Mo 65201
Contact: Robert Wilson, Buyer
(573) 886-4393

City of Columbia, 701 E. Broadway, 5th Floor, Columbia, Mo 65201
Contact: Michelle Sorensen, Procurement Officer
(573) 874-6317

Callaway County, 5901 CR 302, Fulton, MO 65251
Contact: Paul Winkleman
(573) 642-0740

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

Commission Order: 287-2018

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

**MISSOURI PETROLEUM PRODUCTS
COMPANY LLC**

By: _____

Title: _____

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

County Clerk

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

Signature by Jane E. Pitchford

Date 5/21/18

2041 / 71202
No Encumbrance Required
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 29th day of May 20 18

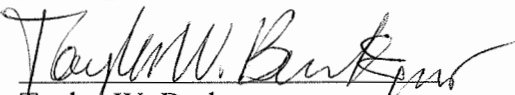
the following, among other proceedings, were had, viz:

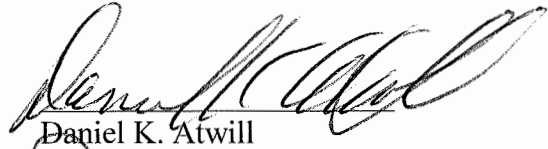
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative term and supply contract CT160910001 with SHI International Corp. of Somerset, New Jersey for PC Prime Vendor services.

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.

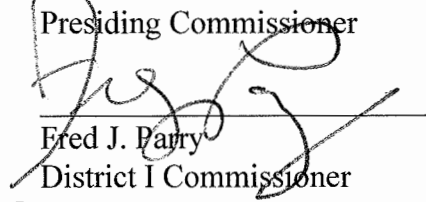
Done this 29th day of May, 2018

ATTEST:

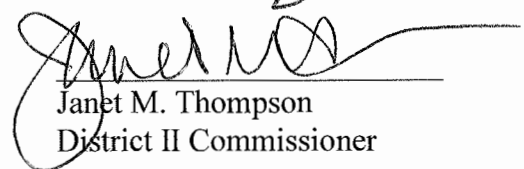

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**PURCHASE AGREEMENT FOR
PC PRIME VENDOR SERVICES**

THIS AGREEMENT dated the 29th day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SHI International Corp.** 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 **PC Prime Vendor Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **CT160910001**, as well as 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 and/or State of Missouri bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **CT160910001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with PC Prime Vendor Services on an as needed basis.

3. **Contract Duration** - This agreement shall commence on **April 1, 2018 and extend through June 30, 2019** subject to the provisions for termination specified below. This contract may renew by order of the County for three (3) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County 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. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

SHI INTERNATIONAL CORP.

BOONE COUNTY, MISSOURI

by Natalie Castagno

by: Boone County Commission
[Signature]

title Director of Response Team

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
Taylor W. Burks, County Clerk

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

[Signature]
Signature by [Signature]

5/22/18 Date County Wide Term and Supply Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

March 26, 2018

CONTRACT TITLE: PC PRIME VENDOR SERVICES

CURRENT CONTRACT PERIOD:	February 9, 2018 through June 30, 2019	
RENEWAL INFORMATION:	Original Contract Period:	February 9, 2018 through June 30, 2019
	Renewal Options Available:	Three (3) One-Year Periods
	Potential Final Expiration:	June 30, 2022
BUYER INFORMATION:	Christopher Lozuaway 573-751-1567 Christopher.Lozuaway@oa.mo.gov	

**QUOTES MAY BE REQUESTED FROM SHI INTERNATIONAL CORP. PRIOR TO APRIL 1, 2018;
HOWEVER, ORDERS SHALL NOT BE PLACED UNTIL APRIL 1, 2018.**

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL EXECUTIVE BRANCH AGENCIES WHO FALL UNDER RSMO 34.

Local Purchase Authority shall not be used to purchase hardware, software, supplies, and services identified as included in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

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

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	Other Participating Organizations	COOP PROCUREMENT
CT160910001	2230096480 0 / MB00084470	SHI International Corp. (SHI) 290 Davidson Avenue Somerset, NJ 08873 Phone: (512) 517-4088 Fax: (732) 868-5903 Web Address: www.shi.com	• SHI (MBE/WBE)	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
2/9/18 – 6/30/19	3/26/18	Contract awarded

NOTICE: WHILE THE CONTRACT WITH SHI WAS AWARDED ON FEBRUARY 9, 2018, A TRANSITION PERIOD IS CURRENTLY UNDERWAY, SO QUOTE REQUESTS MAY BE MADE TO SHI BUT ORDERS SHALL NOT BE PLACED UNDER THE CONTRACT UNTIL APRIL 1, 2018. ANY ORDERS THAT NEED TO BE MADE PRIOR TO APRIL 1, 2018 NEED TO BE MADE UNDER CONTRACT C211034001.

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ATTACHMENTS

- Attachment A – SHI International Corp. Contact Information
- Attachment B – PC Prime Vendor Services Contract Usage Guide

MVE WAIVER REQUIREMENTS – In the event printer toner is available from Missouri Vocational Enterprises (MVE), the state agency must acquire the item from MVE as required by section 217.575 RSMo unless the state agency has obtained a waiver from MVE (<http://oa.mo.gov/mo/samii/fin/bulletins/MVEReleaseForm021805.pdf>). It is the agency's responsibility to check the MVE catalog (<http://doc.mo.gov/mve/html/1.htm>) prior to making purchases for toner from the PC Prime Vendor contract.

1. GENERAL CONTRACT INFORMATION:

1.1 Purpose: The purpose of the PC Prime Vendor contract is to provide state agencies the ability to purchase personal computer (PC) related hardware (desktops, portable computers, servers, printers, peripherals/supplies), software and software maintenance, and value-added services (installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking) on an as needed basis. The products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri. SHI shall not offer products and services outside the parameters defined within this document.

The intent of the contract is to provide a robust assortment of products and services from which the state may purchase. SHI shall assist and provide product pricing, order processing, product and service delivery, inventory and other administrative and reporting functions and support, to accommodate the state agency in determining overall needs.

1.2 Product Use: All hardware and software available for use through the contract and as acquired by the state agency shall be utilized in a microcomputer/personal computer environment. SHI must report to a representative named by the State Chief Information Officer of the Office of Administration's Information Technology Services Division to work with SHI and the Division of Purchasing to monitor the actual utilization of the contract to confirm whether hardware and software purchases are consistent with intended scope of contract.

Any hardware and software ordered by and delivered to the state must be compatible with the environment for which it is ordered.

1.3 IT Accessibility: State agencies shall be responsible for accommodating the PC computing needs of their disabled employees. If the PC computing products needed to accommodate accessibility issues are available under the contract, the state agencies may, but are not required to, use the contract to accommodate such special needs.

1.4 Website Access: Information relating to the price and availability of the entire list of hardware and software products, as well as services, is available on SHI's web site at <https://www.publicsector.shidirect.com/>.

User Name: Missouri
Password: PCprime1

1.5 Eligible Users: The contract is mandatory for all executive branch state agencies with the exception of the Missouri Lottery and state colleges and universities and with the exception of those items noted herein as non-mandatory for the state agencies. For these exempted agencies, as well as the legislative and judicial branches of state government, the contract is a non-mandatory contract. In addition, cooperative procurement entities are allowed to purchase from the contract.

1.6 Single Point Of Contact: SHI is the single point of contact for all products and services regardless of subcontract arrangements. This includes assuming responsibility and liabilities for all problems relating to any hardware, software, and value-added related services provided.

For information regarding hardware and software pricing/quotes, state agencies should contact their respective inside sales representative listed in Attachment A. For information regarding all other support services including

order status, returns, computer repair, maintenance agreement pricing, etc., users should call or email the appropriate inside sales representative.

Team Accessibility: The account management team will be accessible by both telephone and e-mail between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding state holidays.

The toll free number: 888-711-2613.

- 1.7 **Subcontractors:** SHI is partnering with UTC and InfiniTech to provide IT services including maintenance, installation of hardware and software, implementation, support including Help Desk, Server Administration, project management, and network support and network security. SHI is a Large Account Reseller (LAR) for all Microsoft products.
- 1.8 **Employee Purchase Website:** SHI's website provides direct links to the employee purchase programs made available by the manufacturers to state employees. More information about the Employee Purchase Website will be provided in the near future.

2. PRICING INFORMATION

- 2.1 **Acquisition Options/Pricing:** SHI will apply the following percentages over SHI's documented acquisition cost:

Description	Percentage Over Acquisition Cost
Desktop Computers, Portable Computers, Peripherals, and Printers	2.75%
Servers	2.75%
Software and Software Maintenance (excluding Microsoft)	2.5%
Microsoft Software and Maintenance	1.25%
Manufacturer-Provided Value Added Services (Including but not limited to warranty, warranty upgrades, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and software tracking)	5%
Contractor-Provided Value Added Services (Including but not limited to installation, hardware imaging, implementation, warranty/service plans, technical support, equipment disposal, software training, and solution testing and research services)	5%

SHI's documented acquisition cost shall be the actual price paid by SHI for the products and services sold and shall be determined at the time of shipment. SHI shall not invoice the state agency until SHI has documentation of their final documented acquisition cost from the supplier and until SHI ships the product(s). SHI shall invoice the state agency for all hardware and software provided under the contract based upon SHI's documented acquisition cost for that product multiplied by the applicable percentage over acquisition cost for the appropriate product category stated in the contract. Orders may include any hardware or software item, supplies, manufacturer-provided hardware and software warranty upgrades, extended warranties and service plans. Orders may vary between the manufacturer's product categories.

Pricing information can be found in MissouriBUYS, on SHI's website, or provided by SHI's account management team. This pricing may be valid at the time of viewing on-line or submitted in a price quotation; however, the invoiced price may differ since pricing may change daily due to changes in the market. Invoice pricing (ship date pricing) may be lower than that stated in the on-line catalog. There may be situations where the invoice price is higher than the order price. In these situations, the invoice amount shall be the price paid by the state agency.

- 2.2 **Purchasing Cards (P-Cards):** In the event a state agency wishes to utilize a State of Missouri Purchasing Card (P-Card) to pay for purchases under the contract, SHI shall accept the P-Card for payment and will charge an

additional fee of 2.45% over SHI's documented acquisition cost to accommodate the request. Fees associated with the use of P-Cards shall only apply to purchases utilizing P-Cards. The state agency shall inform SHI at the time that a price quotation is requested if they intend to utilize a P-Card for payment of the subsequent order. The state agency may request a price quotation that includes the use of a P-Card and a price quotation that does not include the use of a P-Card.

2.3 PC and Printer Bulk Buy Purchases Information: The State of Missouri has established a bulk buy program with each of the manufacturers for the purchase of desktops, portable computers, and printers. Pricing for these items shall be re-established for set periods of time with state agencies able to purchase the awarded products during the designated timeframe. State agencies may visit the separate links for the bulk buy spreadsheets, which include the current pricing and configurations. State agencies may also visit MissouriBUYS' punchout catalog or SHI's website to view the pricing for the awarded products.

2.4 Educational Discounts: The State of Missouri has entered into a Microsoft Education Select Agreement to offer discounted pricing on some of Microsoft's educational products. The state agency must contact SHI for specific educational products and associated discounts.

3. PRICE QUOTATION AND ORDER PROCESSING

NOTE: State agencies and/or government entities may request quotes from SHI prior to April 1, 2018, however no orders shall be placed with SHI until April 1, 2018.

3.1 Product/Pricing Assistance: SHI's account management team must be able to assist state agencies in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.

- a. State agencies may obtain product and pricing information by calling SHI's toll-free number (888-711-2613), or may consult the MissouriBUYS punchout catalog or SHI's website for a description of the products or services at <https://www.publicsector.shidirect.com/>.
- b. Team Accessibility: SHI's account management team shall be available between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, excluding state holidays. (A list of Missouri State Holidays can be found at the following location: <https://oa.mo.gov/commissioner/state-holidays>)

3.2 Price Quotations: SHI must provide a price quotation for products and services available through the contract when requested by a state agency. SHI must not issue a waiver (or refuse to provide a quote) for *mandatory hardware and software* acquisitions if they are available to SHI. If a waiver is given, a reason must be provided in writing.

- a. SHI must provide the state agency with written acknowledgement of a request for a quote within four (4) business hours. SHI must provide the state agency with an electronic report regarding the status of any outstanding price quotation requests every eight (8) business hours. The price quotation must, at a minimum, include the following information:
 1. Price Quotation Number;
 2. Contract Number;
 3. Requested Product and/or Service Description;
 4. Product and/or Service Manufacturer/Provider Name;
 5. Product Number;
 6. Requested Quantity;
 7. Unit Price per Item;
 8. Extended Price per Item;
 9. Total Price of Quoted Items;
 10. Estimated Delivery Timeframe;
 11. State Agency's Contact Information;

- 12. Contractor's Account Management Team Member's Contact Information Who Provided Price Quotation; and
- 13. Date Price Quotation Was Submitted To State Agency.

- b. The price quotation must, upon the agencies' request, will include the name, quoted price, estimated delivery date for each of the sources that SHI received a quote on the state's behalf, and date the price quotation was requested by agency.
- c. SHI commits to the following response times to provide a price quotation:

Quote Type	Description	Expected Response Time
Standard Quote Request	Request For Quote (RFQ) submitted by the state agency includes manufacturer's part number and detailed product description	No more than 2 – 4 Business Hours
Non-Standard Quote Request	RFQ's that require extensive research and or configuration and engineering assistance	No more than 24 Hours

- d. If prolonged research is required, SHI commits to contacting the customer via phone or email within twenty-four (24) hours to give a status and an estimated time that the customer can expect a completed quote response. Should research require more than five (5) business days, a waiver for the state agency to purchase the item(s) outside of the contract may be requested from SHI.

3.3 Purchase Order Issuance: the state agency shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via MissouriBUYS' punchout catalog or SHI's website. SHI will specify, at a minimum, the following information:

- a. Contract number;
- b. Order number;
- c. State Agency Number/Identifier (if applicable);
- d. State Agency Contact (agency's name, contact person [two (2) individuals if possible] and phone numbers);
- e. Contract Line Item Number;
- f. Quantity;
- g. Unit price;
- h. Delivery Instructions; and
- i. Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

If any of the above information is omitted on a purchase order, delays in processing may occur. If ordering a computer system that is custom configured in MissouriBUYS' punchout catalog or on SHI's website, the quote number that is provided by the manufacturer must be provided on the purchase order, and a printed copy of the quote must accompany the properly authorized purchase order or other form of authorization when emailed, mailed or faxed.

SHI must provide email acknowledgement to the state agency within twenty-four (24) hours of the receipt of the state agency's order. The email alert contains a link back to SHI's online order tracking site.

3.4 Order Substitutions: SHI shall not substitute any item(s)/component(s) ordered by a state agency until SHI: 1) notifies the state agency in writing, and 2) receives written approval from the state agency to proceed with the substitution.

- c. Substitution Authorization: The State of Missouri reserves the right to accept any proposed substitution offered by SHI on the order; however, the state agency shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.
- d. Substitution Approval Form: SHI must provide a form for state agencies to use to indicate their approval of a product substitution prior to SHI's shipment of the substituted goods. This approval may be executed via e-mail, fax, or hardcopy mail/delivery.

3.5 Payment In Advance: The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) and manufacturers' hardware warranty upgrades only. All other payments, including payments for third-party provided hardware maintenance programs and time and materials maintenance shall be made in arrears.

3.6 Transfer of Ownership: SHI shall transfer ownership of all products and services purchased through the contract to the state agency upon acceptance, including providing this ownership information to the original manufacturer or vendor providing the hardware or software.

4. DELIVERY AND PRODUCT RETURNS

4.1 General Delivery Requirement: SHI must deliver the item(s) ordered, FOB destination, freight charges prepaid by SHI, to the agency location specified on the purchase order issued by the state agency. SHI must facilitate delivery of the product to the state agency's location as specified on the order. All items must be delivered to the state agency's facility (i.e. loading dock, inside of the facility) pursuant to the state agency's request as identified in the quotation and subsequent purchase order.

4.2 Normal and Expedited Shipping: Normal and reasonable freight charges must be included in SHI's documented acquisition cost of all hardware or software purchased, unless the freight charges are a result of the state agency requesting expedited shipping (e.g. overnight, 2nd day service, etc.). Any such requests shall be in writing from the state agency.

4.3 Pallet Delivery: SHI must provide for the removal of equipment from pallets and delivery of equipment within the state facility, upon request of the state agency. The State of Missouri may incur additional charges for the removal of equipment from pallets. Any such additional charges must be included in SHI's documented acquisition cost, as defined herein. The state agency shall advise SHI of pallet delivery requirements, upon placement of order(s).

4.4 Delivery Timeframes: SHI must deliver all products within thirty (30) calendar days after SHI's receipt of a properly authorized purchase order unless the timeframe specified on the website or as quoted to the state agency by the account management team at the time of order indicates otherwise.

4.5 Delay In Delivery Date: SHI must notify the state agency of a later delivery date should the actual delivery date exceed that which was previously specified. The state agency must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

4.6 Damaged Product: SHI shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional or damaged items to SHI for replacement. Any product(s) returned to SHI for replacement shall be delivered to SHI in accordance with the product return requirements identified below.

4.7 Product Returns: SHI must provide for product returns in accordance with the following requirements:

- a. Return Notification: Unless otherwise mutually agreed to in writing by SHI and the state agency, the return of products shall occur at no cost within thirty (30) calendar days after the state agency's initial receipt of the product in accordance with the supplier/manufacturer product return policies. If a product is ordered/received due to contractor error, SHI shall accept return of the product within thirty (30) calendar

days after the state agency's initial receipt of the product whether unopened or opened. No product may be returned after thirty (30) calendar days without the manufacturer's or supplier's approval. All defective products must be handled through the product warranty plan.

1. The state agency shall call the toll-free number (888) 711-2613 to obtain a return authorization (RA) in order to return any product(s).
- b. **Return Packaging:** SHI shall not require the agency to return any products in their original packaging unless required by the manufacturer. Original packaging shall be considered the packaging directly holding the product, not the shipping container.
- c. **Restocking Fees:** The state agency shall not be responsible for restocking fees or any other charges and or fees resulting in the return of products purchased as a result of mis-designed systems or improperly ordered components, if SHI's account management team assumed the role of integrator or consultant for the products ordered. The state agency shall be responsible for reasonable applicable restocking fees in the return of products purchased and returned due to the state agency's ordering error.

5. DESKTOP COMPUTERS, PORTABLE COMPUTERS, SERVERS, PRINTERS AND PERIPHERALS/SUPPLIES

- 5.1 **New/Used Equipment:** All equipment must be new and in current production. Used, reconditioned, remanufactured, or prototype equipment is not acceptable unless written authorization is provided by the state agency prior to shipment.
- 5.2 **Required Hardware:** The following hardware is required to be purchased by state agencies through the contract. The categories of equipment are limited to the referenced manufacturers only.
 - a. **Desktop Computers:** SHI must provide the entire enterprise (business class, thin client, network certified, etc.) line of desktop products, including virtual desktop products, from each of the manufacturers listed below. The desktop computers provided under the contract shall be limited to these manufacturers only, unless the contract is otherwise amended by the state. SHI must be able to provide desktop computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency.
 1. Apple
 2. Dell
 3. Hewlett Packard
 4. Lenovo
 - b. **Portable Computers (Laptops, Notebooks, Netbooks, Table PCs, and Ruggedized Computers):** SHI must provide the entire enterprise (business class, network certified, etc.) line of portable products including laptops, notebooks, netbooks, tablets, and ruggedized computers, from each of the manufacturers listed below. Portable (including tablets) computers acquired from the contractor shall not be acquired with a cellular wireless data plan. Inactivated cellular network cards from the laptop and tablet manufacturers are allowed. SHI must be able to provide portable computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The portable computers, except for tablets, provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state. Any consolidated Office of Administration (OA) state agency desiring a tablet from a manufacturer not identified herein must first receive approval from the OA Information Technology Services Division (OA-ITSD). The contractor must receive written approval from OA-ITSD before supplying OA state agency tablet requests from manufacturers other than those identified herein:
 1. Apple
 2. Dell
 3. Hewlett Packard

4. Lenovo
5. Microsoft
6. Motion Computing (tablet PCs only)
7. Panasonic (ruggedized line only)
8. Samsung (tablets only); and
9. Xplore Technologies (ruggedized line only).

c. **Servers:** SHI must provide the entire enterprise (business class, network certified, etc.) line of server products from each of the manufacturers listed below. SHI must be able to provide servers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The servers provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state:

1. Cisco (only for servers not used for network purposes)
2. Dell
3. Hewlett Packard
4. Lenovo

d. **Printers (Including Printer-Based Multifunctional Equipment):** SHI must provide the entire enterprise (business class, network certified, etc.) line of printer products, including multi-functional equipment, from each of the manufacturers listed below. The printers provided under the contract shall be limited to only the following manufacturers listed below, unless the contract is otherwise amended by the state:

1. Canon
2. Dell
3. Epson
4. Hewlett Packard
5. Kyocera Mita
6. Lexmark
7. Oki Data
8. Sharp (Multifunctional devices only*)
9. Xerox

- * Multi-functional printer equipment shall be defined as the following:
 - Multi-function printer equipment shall include an inkjet or laser-printer print engine.
 - Multi-functional printer equipment shall include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or c-fax) as a convenience.
 - Multi-functional printer equipment shall be self-maintainable with a minimal reliance on vendor maintenance (on-site warranty/extended warranty solutions shall continue to be required and available upon request of the state agency).
 - Once the manufacturers' warranty/extended warranty ends, multi-functional printer equipment maintenance costs shall either be based on (1) a monthly fee, or (2) usage (click charges), or (3) acquisition of self-maintenance kits. The maintenance approach shall be made at the sole discretion of the using state agency.
 - Copier-based or any other multi-function equipment not meeting all of the criteria above shall not be acquired through the contract.

NOTE: Consolidated state agencies must coordinate with Keith Jones with OA/ITSD before purchasing any printing and/or scanning devices that will be connected to the state's network. Keith can be reached at (573) 751-1414 or Keith.Jones@oa.mo.gov.

NOTE: All state agencies must coordinate with Dan Mustoe with State Printing before purchasing any color printers. Dan can be reached at (573) 526-2126 or Dan.Mustoe@oa.mo.gov.

5.3 Peripherals/Supplies: SHI will provide the required and non-mandatory PC-related peripherals and non-mandatory media/supplies specified below in addition to the personal computer components outlined herein. The peripherals offered by SHI through the contract may be available from various manufacturers, but must be confined to the parameters outlined below.

a. Required Peripherals:

1. Memory Expansion
2. Monitors (30" screen or below)
3. Portable computer accessories (batteries, docks, and port replicators)
4. PC Components (CPU upgrades, motherboards, graphic cards, and sound cards)
5. Server Components (racks and cabinets)

b. Non-mandatory Peripherals:

1. Storage Area Networks (SAN): The SANs provided under the contract are limited to the following manufacturers only, unless otherwise revised by the state:

- Dell
- EMC
- Hewlett Packard
- Hitachi
- IBM
- Lcnovo
- NetApp
- Sun Storage
- Xiotech Corporation

2. PC-Based Drives & Storage (CD drives, DVD drives, internal and external hard drives, floppy drive, etc.)
3. PC-Based Input Devices (mice, keyboards, etc.)
4. PC-Based NICs
5. Digital Cameras and Camcorders
6. PC-Based Solid State Storage
7. PC-Based Multimedia Equipment (projectors, whiteboards, etc.)
8. PC-Based Audio Components (speakers, microphones, headphones, etc.)
9. PC-Based Cables and Adaptors (Audio/Video cables, Bluetooth, peripheral cables, USB, etc.)
10. PC-Based Plotters
11. PC-Based Power Protection (surge protectors, uninterruptible power supplies, etc.)
12. PC-Based Security and Protection Hardware (privacy filter, anti-glare filter, portable computer security lock, etc.)
13. PC-Based Video Conferencing Equipment only from brands Tandberg, Polycom, and Bridget;
 - Magnetic Tape Backup
 - Modems
 - Monitors (greater than 30")
 - Scanners

c. Non-Mandatory Media/Supplies: State agencies may but are not required to purchase these supplies through the contract:

1. Recordable Optical Media
2. USB Flash Drive
3. Printer Supplies
4. Printer Maintenance Kits

- 5.4 Product Use:** All hardware available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment. Acquisition of midrange and mainframe computers is not permitted through this contract.
- 5.5 Documentation/Operating Manuals:** SHI must supply, at no additional cost to the state, at least one (1) copy of the standard manufacturer-distributed user documentation and/or operating manual (either hardcopy or electronic version) for all hardware provided.
- 5.6 Certifications:** If requested by the State of Missouri, SHI must supply hardware certifications, including FCC Class B Certification, UL Listed, Novell Labs Tested and Approved, etc. These certifications are required only as applicable and available from the manufacturers.
- 5.7 Excluded Products:** The following items are **NOT** currently being considered for inclusion in the contract:
- a. Telecommunications Equipment (including cellular devices, except for inactivated internal cellular network cards provided by the manufacturer)
 - b. Networking Products (other than those listed under Required and Non-Mandatory Peripherals)
 - c. Standalone Copy Machines
 - d. Copier-Based Multi-Functional Printer/Copier/Scanner/Fax Machines
 - e. Cellular Wireless Communication Products
 - f. Standalone Facsimile Machines
 - g. Microfiche/Microfilm Products
 - h. Multiplexers
 - i. Midrange Computer Products
 - j. Mainframe Computer Products
 - k. Kiosk Housing, except for internal PC-based components allowed above

6. SOFTWARE AND SOFTWARE MAINTENANCE

- 6.1 Required Software:** SHI must provide all the PC software products provided by the software manufacturer as listed below:
- l. Adaptive Protocols
 - m. Adobe
 - n. Advanced Software Products Group, Inc
 - o. Bomgar
 - p. Citrix Software
 - q. ESRI
 - r. FireEye
 - s. IBM
 - t. Lakeside
 - u. McAfee
 - v. Microsoft
 - w. Parallels
 - x. RSA
 - y. VMware
 - z. SAP
 - aa. SDI USA Inc.
 - bb. Symantec

NOTE: "PC SOFTWARE PRODUCT LINES," AS DEFINED FOR PURPOSES OF THE CONTRACT, ARE ALL SOFTWARE, UPGRADES, MAINTENANCE, DOCUMENTATION, MEDIA, AND TEMPLATES WHICH ARE WIDELY AVAILABLE IN THE MARKETPLACE FROM A SPECIFIC PC SOFTWARE MANUFACTURER.

6.2 Volume License Agreement Software: SHI must provide the entire software product lines for software manufacturers that the State of Missouri has established volume license agreements. The State of Missouri reserves the right to establish new volume license agreements for software. SHI must assist in establishing the volume agreements between the state and the software manufacturer. The state reserves the right to bid out software products to establish volume license agreements through a separate procurement process if it is deemed to be in the best interest in the state.

The State of Missouri currently maintains the following volume licensing agreements:

Software Manufacturer	Agreement Name	Pricing Levels
Microsoft:	Select 6 Local & State Government	Application: D
		Systems: D
		Servers: D
	Select 6 Academic	Application: D
		Systems: D
		Servers: D
	Enterprise 6	D
IBM/Lotus:	International Passport Advantage Agreement	J

6.3 Versions: SHI must provide the most recent version of all software, unless specified otherwise by the state agency. The most recent version of software shall be considered the newest version announced by, and available from, the software manufacturer at the time of delivery by SHI.

6.4 Manufacturer-Authorized Software: SHI must only provide software packages which are manufacturer-authorized and approved for distribution to the State of Missouri’s using agencies. The software packages must contain, when available from the manufacturer, the manufacturer’s user/installation documentation (physical or digital copies are acceptable), except for “media only” software. SHI must provide registration and licensing documents when provided by the manufacturer.

6.5 Non-Mandatory Software: The acquisition of PC software and Volume License Agreement Software from manufacturers other than the required software manufacturers’ products listed herein may be made through the contract (if available from the SHI). The state reserves the right to procure PC software, especially those for which maintenance will be required in subsequent years, through competitive bid outside of the PC Prime Vendor contract unless extenuating circumstances are documented and approved by the Division of Purchasing.

- a. State agencies may purchase non-mandatory software through SHI, CDW, Insight, or EnPointe through the NASPO ValuePoint “Software Value-Added Reseller” contract:
<http://www.naspovaluepoint.org/#!/contract-details/69/overview/general>

6.6 Mandatory Software Maintenance: SHI must provide for the acquisition of maintenance for all mandatory software ordered through the contract, if requested by the agency. SHI must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer’s policy for each situation for all mandatory PC software, whenever available, from one of the mandatory software manufacturers’ PC software product lines.

- a. SHI should provide the agency written notification ninety (90) calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance and licenses has not been renewed/continued, SHI should provide written notification to the state agency on the date of expiration.

- 6.7 Non-Mandatory Software Maintenance:** SHI must provide for the acquisition of maintenance for all software ordered through the contract, if requested by the agency. SHI must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer's policy for each situation for all non-mandatory PC software, whenever available, from one of the non-mandatory software manufacturers' PC software product lines.
- 6.8 Product Use:** The software available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment.
- 6.9 Security Solutions:**

SHI must provide security hardware, software, and services solutions which include the following categories:

- a. Training and Awareness
- b. Threat Intel
- c. Firewalls
- d. Anti-virus
- e. Intrusion Prevention Systems
- f. Advanced Malware Protection
- g. Breach Detection
- h. Data Loss Prevention
- i. Web Gateways
- j. Web Application Firewalls
- k. Mail Gateways
- l. Network Access Control
- m. Denial of Service Protection
- n. Shadow IT
- o. Insider Threat
- p. Security Analytics
- q. Authentication and Access Management
- r. Secure Remote Desktop Access
- s. Network Forensics
- t. Endpoint Forensics
- u. Governance, Risk, and Compliance
- v. Incident Response
- w. Vulnerability Management
- x. Vulnerability Assessments

State agencies are not required to purchase security solutions through the contract.

7. MANUFACTURER PROVIDED VALUE-ADDED SERVICES

- 7.1 Required Value-Added Services:** SHI must provide for the acquisition, if requested by the state agency, of manufacturer-provided value-added services, either directly through the manufacturer or through manufacturer-authorized entities to meet the varying needs of the state agencies. Services, when available from the manufacturer, must include, but are not limited to, warranty, warranty upgrades, service plans, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and training.
- 7.2 Manufacturer Warranty:** State agencies may, but are not required to, purchase maintenance under the contract. Warranties shall commence upon delivery and acceptance at the state agency facility.
- a. **Manufacturer Warranty Upgrades:** SHI must provide for the acquisition of manufacturers' upgrades to the standard warranties for all servers, desktops, portable computers, and printers available.

- b. **Manufacturer Service Plans:** For equipment purchased under the contract and also for equipment less than five (5) years old owned by the state and purchased under prior contract(s), after expiration of applicable warranties SHI shall provide for the acquisition of manufacturer service plans for all servers, desktops, portable computers, and printers available.

7.3 Critical Systems Hardware Maintenance: SHI shall provide for the acquisition, when available from the manufacturer, of critical systems maintenance for servers, desktops, portable computers, and printers either from the manufacturer or a manufacturer-authorized third party maintenance provider (if applicable). Critical systems hardware maintenance shall be defined as mission-critical equipment out of warranty (i.e. servers which, if down, would negatively impact the daily operations of the state agency resulting in loss of productivity).

- a. SHI must provide for critical maintenance support minimally in and surrounding the following Missouri cities: Jefferson City, Lee's Summit, Macon, Popular Bluff, Rolla, Springfield, St. Joseph, St. Louis, and Willow Springs. These cities represent the locations of the individual Missouri Highway Patrol troop headquarters, although all agencies in these locations shall have the ability to order critical system maintenance, if necessary. Critical systems maintenance shall include on-site, twenty-four (24)-hour per day, seven (7)-day per week basis (including all state holidays) with a critical fix time. Critical fix time shall be defined as equipment repair occurring within twenty-four (24) hours after notification of the problem.

7.4 Fixed Asset Tracking: SHI must provide for the acquisition, when available from the manufacturer, of hardware/software asset tracking services from the manufacturer or a manufacturer-authorized third party provider (if applicable). SHI must provide the ability to receive information from the manufacturer of those assets, or a manufacturer-authorized third-party provider (if applicable), that the state determines must be tracked. The state will work with SHI to determine what information is available and how it could be imported into the state's financial system – Statewide Advantage for Missouri II (SAM II).

7.5 Hardware Imaging: SHI must provide, when available from the manufacturer, hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking from the manufacturer or a manufacturer-authorized third party provider (if applicable).

7.6 Installation/Install Assistance: SHI must provide, when available from the manufacturer, installation services, upon request by the state agency, from the manufacturer or a manufacturer-authorized third party provider (if applicable) for new systems.

- a. **System Installation/Setup Options:** SHI must provide for the acquisition of manufacturers' system installation/setup options to be used at the discretion of the state agency. The state agency shall specify on the purchase order which of the installation/setup options, if any, are required SHI to deliver with the specific hardware and/or software ordered.

7.7 Implementation Services: SHI must provide, when available from the manufacturer, implementation services provided by the manufacturer and a manufacturer-authorized third party provider (if applicable). Implementation services shall encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, integration, running, testing, and making any necessary changes.

7.8 Technical Support: SHI must provide, when available from the manufacturer, toll-free telephone and on-line technical support from the manufacturer or a manufacturer-authorized third party provider (if applicable). SHI's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.

7.9 Equipment Disposal: SHI should provide, when available from the manufacturer and upon the state agency's receipt of a waiver from the Missouri State Agency for Surplus Property (MOSASP), or, if an agency is exempt from the requirement to dispose of equipment through MOSASP, disposal services for functional and non-functional computer equipment from the manufacturer or a manufacturer-authorized third party provider (if

applicable). The State of Missouri does not currently intend to utilize these services for functional equipment however, if the desire does arise in the future, the state reserves the right to obtain the services through the contract.

7.10 Software Training: SHI must provide, when available from the manufacturer, manufacturer and manufacturer-authorized third party (if applicable) software training services not available through the State of Missouri's statewide software training contracts. For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.

8. OPTIONAL SHI PROVIDED VALUE-ADDED SERVICES

8.1 Optional Value-Added Services: State agencies are not required to utilize the contract for SHI-provided value-added services described herein. SHI must be able to provide for the acquisition, if requested by the state agency, of installation services, implementation services, non-manufacturer warranty/service plans, non-manufacturer installation services, help desk/call center services, technical support, fixed asset tracking, hardware imaging, equipment disposal, training, and solution testing and research services. SHI may, but is not required to, provide additional appropriate value-added services. SHI's provided value-added services shall not include consulting services. All SHI-provided value-added services must be provided for both networked and non-networked devices. SHI must provide for the acquisition of all contractor-provided value-added services for all mandatory manufacturers identified in the RFP.

8.2 Installation/Install Assistance: Upon request by the state agency, SHI must be able to provide installation services for new systems. If the equipment is considered to be user-installable, SHI must provide installation assistance (e.g. telephone support), if requested, at no additional cost to the state.

a. **System Installation/Setup Options:** At the discretion of the state agency, SHI must be able to provide for the acquisition of manufacturers' system installation/setup options to be used. The state agency shall specify on the purchase order which of the installation/setup options, if any, are required SHI to deliver with the specific hardware and/or software ordered.

8.3 Hardware Imaging: SHI must be able to provide contractor-provided or third-party provided hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking.

8.4 Implementation Services: SHI must be able to provide implementation services provided by SHI or a third party. Implementation services should encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, running, testing, and making any necessary changes.

8.5 Non-Manufacturer Warranty/Service Plans: SHI must be able to provide other warranty/service plans, including but not limited to, contractor-provided or third-party provided warranty/service plans which are certified by the manufacturer. Any non-manufacturer warranty/service plans offered should provide similar degree of services to what the manufacturers offer.

a. **Maintenance Requests Over the Internet:** It is desirable that SHI provide online requests for maintenance services or warranty services using the Internet.

8.6 Non-Manufacturer Installation Services: SHI shall provide other installation services provided by SHI or third party which are certified by the manufacturer.

8.7 Technical Support: SHI must be able to provide toll-free telephone and on-line help-desk and technical support, and call center services. SHI's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.

8.8 Software Training: SHI must be able to provide contractor or third party software training services not available through the State of Missouri's statewide software training contracts (C212030001-006). For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.

8.9 Solution Testing and Research Services: SHI must be able to provide an environment that provides the ability to design, build, educate, demonstrate, and deploy hardware and software solutions.

9. REPORTS

9.1 Sales/Utilization Reports: SHI must provide quarterly and annual sales/utilization reports electronically to the buyer of record and to other groups or committees when requested and deemed appropriate by the Division of Purchasing. The state reserves the right to request such utilization reports be produced on a monthly basis as deemed necessary.

- a. An electronic copy of the utilization report must be delivered within ten (10) business days of the date the report is requested by the buyer of record, unless a longer period of time is agreed to by the buyer.
- b. The report must include at a minimum the manufacturer/provider's name, types of products/services sold by each manufacturer/provider (i.e. hardware, software, training, etc.), purchaser of product (i.e. agency, cooperative entity, etc.) quantities purchased, and sales totals, from the previous month's contract activity or any period of time longer than one month (i.e. quarterly, annually, etc.).
- c. SHI must be able to provide a report, upon request by the Division of Purchasing, which breaks down sales by manufacturer/provider, product/service category (i.e. desktop computer, laptop computer, tablet, software, servers, maintenance, training, etc.), and whether orders were from state agencies or cooperative entities.

9.2 Backorder Status Report: Upon written request from a state agency, SHI must provide weekly status reports to the state agency regarding backordered products and outstanding orders. The weekly status report must at least include the following information:

- a. State Agency Name;
- b. Backordered Product Brand and Model;
- c. Backordered Purchase Order Number(s) affected;
- d. Status of Backorder; and
- e. Date Contractor Followed Up on Backorder Status with their Source.

9.3 Periodic Activity Reports: SHI must provide, upon written request from a state agency or the Division of Purchasing, periodic activity reports of a state agency's specific purchasing activity.

- a. The periodic activity reports must be available by state agency, product category (i.e. hardware, software, etc.), manufacturer, part number, purchase order number, date of purchase, number of units purchased, other available descriptors, etc.

9.4 Ad-Hoc Reporting Requirements: SHI must provide ad hoc reporting to the Division of Purchasing and state agencies. Composition of all ad hoc reports shall be mutually agreed to by SHI and requesting state agency, including the report's feasibility, content, format, and timeframe for delivery. All costs shall be the responsibility of SHI.

9.5 Warranty Expiration Notifications: SHI must provide the state agency with written or electronic notification of hardware systems (i.e. desktops, portable computers, servers, etc.) and printers with a warranty provided from or through SHI that is due to expire during the following quarter. If the warranty has not been renewed/continued, SHI should also provide written notification on the date of the warranty expiration. This notification applies only

to systems and printers sold to the State of Missouri by SHI under the contract. The notification must include, at a minimum:

- a. Purchase Order Number from Original Equipment Order;
- b. Date of Purchase Order;
- c. Name and Address of State Agency Placing Original Equipment Order;
- d. Date of Warranty Expiration; and
- e. Equipment Make, Model, and Serial Number.

9.6 Software License Tracking: SHI must provide, upon written request from a state agency or the Division of Purchasing, the state agency with an electronic report of all software licenses that have been purchased from the contract for the time period requested by the state agency. The report must include, at a minimum:

- a. Purchase Order Number from Original Software Order;
- b. Date of Purchase Order;
- c. Name and Address of State Agency Placing Original Equipment Order;
- d. Software Make, Model, License Number, and Serial Number; and
- e. Number of License(s) Purchased.

9.7 Sunshine Law Reporting: When the State of Missouri receives an information request under the State of Missouri Sunshine Law (Chapter 610 RSMo), SHI shall provide, within 10 business days of the request unless otherwise agreed to by the requesting state agency, any available information requested by the state agency pertaining to the Sunshine Law request.

9.8 Software Maintenance/License Expiration Notifications: SHI must provide the agency written notification at least 90 calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance or license has not been renewed/continued, SHI should provide written notification to the state agency on the date of expiration.



SHI Contact Information

State of Missouri
Attachment A

March 28, 2018



CONTACT INFORMATION

Contract Number CT160910001
Vendor Number 2230096480 0
MissouriBUYS Number MB00084470
Vendor Information SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Phone: (512) 517-4088
Fax: (732) 868-5903
Web Address:
www.shi.com
M/WBE Certification Number 4954
Coop Procurement Yes

Website Access

Information relating to the price and availability of the entire list of hardware and software products, as well as services, is available on SHI's web site at:

<https://www.publicsector.shidirect.com/>

Please sign in on the upper right using the following login credentials.

Username: Missouri

Password: PCprime1

*Additional information and content will be added to our website between now and our official go live date of 4/1/2018.

State of Missouri Primary Point of Contact

David Rounds
District Manager - MOKA Public Sector
Desk: 512-392-4703
Mobile: 512-413-3714
david_rounds@shi.com

Contact David for any contract-related questions or issues. Pricing, order placement, returns etc. will be handled by the individual account teams listed below.

David is also the first point of escalation for any problems or concerns.

CONTACT INFORMATION

State of Missouri Field Based Sales Team

Entity	Account Executive	Inside Sales	Accounts Payable
State Agencies	TBH/David Rounds 512-413-3714 david_rounds@shi.com	Brett Yajcaji James Tsipas Jeff Guerriero Julian Parades Neil Cotter Nicole Logothetis Zach Reichl 888-711-2613 missouri@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com
Named Local Government	John Burns 314-303-6969 John_burns@shi.com	Brett Yajcaji James Tsipas Jeff Guerriero Julian Parades Neil Cotter Nicole Logothetis Zach Reichl 888-711-2613 missouri@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com
Named EDU	Kevin Kloepple 314-684-4262 kevin_kloepple@shi.com	Brett Yajcaji James Tsipas Jeff Guerriero Julian Parades Neil Cotter Nicole Logothetis Zach Reichl 888-711-2613 missouri@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

Named Local Government Accounts – John Burns

City of Berkeley
City of Blue Springs
City of Branson
City of Cape Girardeau
City of Chesterfield
City of Clayton

City of Columbia
City of Creve Coeur
City of Florissant
City of Independence
City of Jefferson City
City of Joplin

CONTACT INFORMATION

City of Kansas City
City of Lees Summit
City of Saint Charles
City of Saint Joseph
City of Saint Louis
City of Saint Peters
City of Sikeston
City of Springfield
City of Webster Groves
County of Boone
County of Buchanan
County of Cape Girardeau
County of Clay
County of Cole

County of Franklin
County of Greene
County of Jackson
County of Jasper
County of Jefferson
County of Lincoln
County of Saint Charles
County of Saint Louis
Johnson County library
Regional Justice Information Service, Inc
Saint Louis Zoo
Springfield-Greene County Library District
ST. LOUIS PUBLIC LIBRARY

Named Education Accounts – Kevin Kloepple

Blue Springs R-Iv School District
Columbia 93 School District
Ferguson-Florissant R-II School District
Fox C-6 School District
Francis Howell R-III School District
Ft. Zumwalt R-II School District
Hazelwood School District
Hickman Mills C-1 School District
Independence 30 School District
Jefferson City School District
Joplin R-VIII School District
Kansas City 33 School District
Kirkwood R-VII School District
Lee's Summit R-VII School District
Liberty 53 School District
Lindbergh R-VIII School District
Mehlville R-IX School District
North Kansas City 74 School District
Northwest R-I School District
Park Hill School District
Parkway C-2 School District
Raytown C-2 School District
Ritenour School District
Riverview Gardens School District
Rockwood R-VI School District
Saint Joseph School District
Saint Louis City School District
Spec. Sch. Dst. Saint Louis County School District
Springfield R-XII School District

Troy R-III School District
Wentzville R-IV School District
Archdiocese of Saint Louis
Columbia College Of Missouri - Waynesville
Drury University
Global University
Independent Schools of Saint Louis
Lindenwood University
Maryville University
Missouri Baptist University
Missouri Southern State University
Missouri State University
Missouri Western State University
Northwest Missouri State University
Ozarks Technical Community College
Park University
Rockhurst University
Saint Charles Community College
Saint Louis Community College
Saint Louis University
Southeast Missouri State University
Special School District of Saint Louis County
Truman State University
University of Central Missouri
University of Missouri - Columbia
University of Missouri - Kansas City
University of Missouri - Saint Louis
Washington University in Saint Louis
Webster University

CONTACT INFORMATION

MISSOURI INSIDE ACCOUNT EXECUTIVE SALES TEAM

Entity	Inside Account Executive	Accounts Payable
Named Local	Erika Korsak	Janitza Matias
Government Accounts	723-564-8524 erika_korsak@shi.com	732-584-8420 janitza_matias@shi.com

City of Arnold	City of University City	County of Saint Francois
City of Ballwin	City of Wentzville	County of Sainte Genevieve
City of Farmington	County of Carroll	County of Taney
City of Malden	County of Johnson	Dallas County Technical Center
City of Truesdale	County of Platte	MO - Des Peres City Hall

Entity	Inside Account Executive	Accounts Payable
Named Local	Jessica Vos	Janitza Matias
Government Accounts	723-652-7657 Jessica_Vos@shi.com	732-584-8420 janitza_matias@shi.com

Center for National Threat Assessment	City of Mexico
City of Archie	City of Monett
City of Aurora	City of O Fallon
City of Bolivar	City of Park Hills
City of Boonville	City of Rolla
City of Bowling Green	City of Saint Robert
City of Bridgeton	City of Sedalia
City of Elsberry	City of Troy
City of Festus	City of Warrensburg
City of Fulton	City of West Plains
City of Hazelwood	City of Willard
City of Higginsville	County of Douglas
City of Kearney	County of Dunklin
City of Kirkwood	County of Howard
City of Lake Saint Louis	County of Scott
City of Lebanon	County of Vernon
City of Liberty	County of Washington
City of Marceline	MO Metro Transit Saint Louis
City of Maryland Heights	

Entity	Inside Account Executive	Accounts Payable
Named Local	Michael Rutledge	Janitza Matias
Government Accounts	732-652-3055 Michael_rutledge@shi.com	732-584-8420 janitza_matias@shi.com

Central Jackson County Fire Protection District	City of Buckner
City of Ava	City of Buffalo
City of Bates City	City of Byrnes Mill
City of Bethany	City of Cabool
City of Bonne Terre	City of California
City of Brookfield	City of Cameron

CONTACT INFORMATION

City of Carl Junction
City of Carrollton
City of Carthage
City of Caruthersville
City of Clever
City of Clinton
City of Concordia
City of Dexter
City of El Dorado Springs
City of Eldon
City of Eureka
City of Excelsior Springs
City of Forsyth
City of Fredericktown
City of Gladstone MO
City of Grain Valley
City of Grandview
City of Greenwood
City of Hillsboro
City of House Springs
City of Houston
City of Kennett
City of Kirksville
City of Lathrop

City of Lawson
City of Lexington
City of Louisiana
City of Macon
City of Marionville
City of Marshfield
City of Moberly
City of Montgomery City
City of Neosho
City of North Kansas City
City of Oakville
CITY OF OVERLAND
City of Owensville
City of Ozark
City of Pacific
City of Platte City
City of Plattsburg
City of Pleasant Hill
City of Raytown
City of Republic
City of Riverside
City of Rogersville
City of Saint Ann
City of Sainte Genevieve
City of Smithville
City of Steele

City of Strafford
City of Success
City of Union
City of Vandalia
City of Versailles
City of Warrenton
City of Warsaw
City of Wildwood
City of Willow Springs
City of Windsor
City of Yukon
County of Adair
County of Andrew
County of Audrain
County of Barry
County of Barton
County of Bates
County of Butler
County of Caldwell
County of Callaway
County of Camden
County of Carter
County of Cedar

County of Christian
County of Clark
County of Clinton
County of Crawford
County of Dade
County of Dallas
County of Daviess
County of Dent
County of Gasconade
County of Gentry
County of Grundy
County of Harrison
County of Henry
County of Hickory
County of Iron
County of Knox
County of Laclede
County of Lafayette
County of Lawrence
County of Lewis
County of Linn
County of Macon
County of Maries
County of Marion
County of Miller
County of Mississippi

CONTACT INFORMATION

County of Moniteau
 County of Monroe
 County of Montgomery
 County of Nodaway
 County of Oregon
 County of Osage
 County of Ozark
 County of Pemiscot
 County of Pettis
 County of Phelps
 County of Polk
 County of Pulaski
 County of Putnam
 County of Ralls
 County of Randolph
 County of Ray
 County of Reynolds
 County of Saint Clair
 County of Saline

County of Schuyler
 County of Stone
 County of Sullivan
 County of Texas

 County of Warren
 County of Wayne
 County of Webster
 County of Worth
 ICAN Missouri Foundation

 Missouri River Regional Library
 MO Scott County Prosecutor
 Poplar Bluff Public Library
 Scenic Regional Library
 Trails Regional Library

Entity	Inside Account Executive	Accounts Payable
Named Local Government Accounts	Sam Martin 732-652-3093 Sam_Martin@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

City of Belton
 City of Charleston
 City of Chillicothe
 City of Crystal City
 City of De Soto
 City of East Prairie
 City of Hannibal
 City of Harrisonville
 City of Holts Summit
 City of Jackson
 City of Knob Noster
 City of Marshall
 City of Nevada
 City of New Madrid
 City of Osage Beach
 City of Poplar Bluff
 City of Scott City
 City of Sullivan
 City of Valley Park

City of Waynesville
 City of Webb City
 City of Whiteoak
 Clinton County R-III School District
 College Heights Christian School
 Community R-VI School District
 Concordia R-II School District
 Cooter R-IV School District
 County of Cass
 County of Dekalb
 County of Howell
 County of McDonald
 County of New Madrid
 County of Newton
 County of Ripley
 County of Shannon
 County of Shelby
 County of Stoddard

CONTACT INFORMATION

Entity	Inside Account Executive	Accounts Payable
Named Education Accounts	Alex Melore 732-652-3098 Alex_Melore@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

Arcadia Valley R-Ii School District
 Aurora R-Viii School District
 Bayless School District
 Billings R-Iv School District
 Blair Oaks R-Ii School District
 Bowling Green R-I School District
 Braymer C-4 School District
 Brookfield R-Iii School District

 Bunker R-Iii School District
 Campbell R-Ii School District
 Cassville R-Iv School District
 Clarkton C-4 School District
 Clearwater R-I School District
 Cooper County R-Iv School District
 Couch R-I School District
 Crawford County R-I School District

Crawford County R-II School District
 Crystal City 47 School District
 Davis R-Xii School District
 Delta C-7 School District
 Dora R-III School District
 Eldon R-I School District
 Everton R-III School District
 Fairfax R-III School District
 Fairview R-XI School District
 Golden City R-III School District
 Green Ridge R-VIII School District
 Hannibal 60 School District
 Harrisonville R-IX School District
 Hermitage R-IV School District
 Higbee R-VIII School District
 Howell Valley R-I School District
 Johnson County R-VII School District
 Junction Hill C-12 School District
 Kennett 39 School District
 Kingston 42 School District
 Kingsville R-I School District
 Lante R-IV School District

Lee A. Tolbert Com. Academy School District
 Leopold R-III School District
 Mansfield R-IV School District
 Maplewood-Richmond Heights School District
 Marceline R-V School District
 Marion County R-II School District
 Marionville R-IX School District
 Meadow Heights R-II School District
 Mexico 59 School District
 Mount Vernon R-V School District
 North Mercer County R-III School District
 North Platte County R-I School District
 Northeast Nodaway County R-V School District
 Northeast Vernon County R-I School District
 Oak Grove R-VI School District
 Oak Hill R-I School District
 Osage County R-I School District
 Osage County R-II School District
 Osage County R-III School District
 Otterville R-VI School District
 Paris R-II School District
 Pemiscot County Spec. Sch. Dst. School District
 Perry County 32 School District
 Phelps County R-III School District
 Plainview R-VIII School District

 Richland R-IV School District
 Stockton R-I School District
 Strafford R-VI School District
 Twin Rivers R-X School District
 Valley Park School District
 Warren County R-III School District
 Windsor C-1 School District
 Better Learning Communities
 Carondelet Leadership Academy
 City Garden Montessori Charter School
 Confluence Academy – Aspire Academy
 Confluence Academy – Old North Campus
 Confluence Elite Academy
 EAGLE College Prep – Fox Park
 EAGLE College Prep – Tower Grove South

CONTACT INFORMATION

EAGLE College Prep: Gravois Park
 Gateway Science Academy
 Gateway Science Academy Middle and High School
 Gateway Science Academy South
 Grand Center Arts Academy
 Hawthorn Leadership School for Girls
 Helias Catholic High School
 Jamaa Learning Center
 KIPP Inspire Academy
 KIPP Triumph Academy
 KIPP Victory Academy
 KIPP Wisdom Academy
 Lafayette Preparatory Academy
 LaSalle Middle School
 Lift for Life Academy
 Nativity Of Mary School

North Side Community School
 Our Lady Of The Presentation School
 Preclarus Mastery Academy
 Premier Charter School
 Saint Francis Of Assisi School
 Saint Louis Language Immersion School – The Chinese School
 Saint Louis Language Immersion School – The French School
 Saint Louis Language Immersion School – The International School
 Saint Louis Language Immersion School – The Spanish School
 Saint Rose Philippine Duchesne School
 Saxony Lutheran High School
 Seymour R-II School District
 St Mary School
 The Biome – A YLC STEAM School
 Victory Christian Academy
 Worth County School District

Entity	Inside Account Executive	Accounts Payable
Named Education Accounts	Connor Brown 732-652-6387 Connor_Brown@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

Academy of Kansas City School District
 Adrian R-III School District
 Allen Village School District
 Altenburg 48 School District
 Atlanta C-3 School District
 B. Banneker Academy School District
 Bakersfield R-IV School District
 Ballard R-II School District
 Belleview R-III School District
 Bismarck R-V School District
 Blue Eye R-V School District
 Boncl R-X School District
 Boonville R-I School District
 Breckenridge R-I School District
 Brunswick R-II School District
 Gainsville R-I School District
 Calhoun R-VIII School District
 Callao C-8 School District
 Cameron R-I School District
 Carthage R-IX School District
 Centerville R-I School District
 Centralia R-VI School District

City Garden Montessori School District
 Clarksburg C-2 School District
 Cole Camp R-I School District
 Confluence Academies School District
 Cowgill R-VI School District
 Craig R-III School District
 Della Lamb Elementary School District
 Delta R-V School District
 Diand R-IV School District
 East Buchanan County C-1 School District
 East Carter County R-II School District
 Eminence R-I School District
 Exeter R-VI School District
 Fordland R-III School District
 Franklin County R-II School District
 Gainesville R-V School District
 Genesis School Inc. School District
 Gilliam C-4 School District
 Glenwood R-VIII School District
 Green City R-I School District
 Green Forest R-II School District
 Hale R-I School District

CONTACT INFORMATION

Halfway R-III School District
Hallsville R-IV School District
Hancock Place School District
Hardeman R-X School District
Hardin-Central C-2 School District
Harrisburg R-VIII School District
Hickory County R-I School District
High Point R-III School District
Hillsboro R-III School District
Holcomb R-III School District
Holliday C-2 School District
Hudson R-IX School District
Humansville R-IV School District
Hume R-VIII School District
Hurley R-I School District
Iberia R-V School District
Imagine Academy of Careers School District
Imagine Ren Acad Environmental Science & Math
School District
Keytesville R-III School District
Kingston K-14 School District
Kipp: Endeavor Academy School District
La Plata R-II School District
Laclede County R-I School District
Lakeland R-III School District
Laquey R-V School District
Laredo R-VII School District
Lathrop R-II School District
Leesville R-IX School District
Lesterville R-IV School District
Lexington R-V School District
Liberal R-II School District
Licking R-VIII School District
Lift For Life Academy School District

Lincoln R-II School District
Livingston County R-III School District
Lone Jack C-6 School District
Luray 33 School District
Lutie R-VI School District
Madison C-3 School District
Malden R-I School District
Manes R-V School District
Maries County R-II School District
Mark Twain R-VIII School District
Marquand-Zion R-VI School District
Meadville R-IV School District

Mid-Buchanan County R-V School District
Middle Grove C-1 School District
Mirabile C-1 School District
Missouri City 56 School District
Neelyville R-IV School District
Nell Holcomb R-IV School District
New Madrid County R-I School District
New York R-IV School District
Newburg R-II School District
Niangua R-V School District
Norborne R-VIII School District
North Andrew County R-VI School District
North Callaway County R-I School District
North Daviess R-III School District
North Harrison R-III School District
North Wood R-IV School District
Northeast Randolph County R-IV School District
Northwestern R-I School District
Norwood R-I School District
Oak Ridge R-VI School District
Orearville R-IV School District
Orrick R-XI School District
Osborn R-O School District
Paideia Academy School District
Pattonsburg R-II School District
Pettis County R-V School District
Pettis County R-XII School District
Pilot Grove C-4 School District
Pleasant View R-VI School District
Polo R-VII School District
Putnam County R-I School District
Reeds Spring R-IV School District
Republic R-III School District
Revere C-3 School District
Rich Hill R-IV School District

Richards R-V School District
Richland R-I School District
Saint James R-I School District
Saint Louis Charter School District
Salem R-80 School District
School for the Blind School District
School for the Deaf School District
Seneca R-VII School District
Silex R-I School District
Smithton R-VI School District
South Callaway County R-II School District
Southland C-9 School District

CONTACT INFORMATION

Stanberry R-Ii School District
Stewartsville C-2 School District
Tipton R-Vi School District
Van-Far R-I School District
Warsaw R-Ix School District
Winfield R-Iv School District
Wright City R-Ii School District
Cathedral School
Churchill Center and School
Columbia Independent School
Dayspring Christian School
Family Worship Center Academy
Holy Rosary School
Immaculate Conception School
Immaculate Conception School
Immaculate Conception School
Immanuel Lutheran School
Immanuel Lutheran School
Immanuel Lutheran School
Immanuel Lutheran School
Lutheran High School North
Martin Luther Academy
Mary Institute and Saint Louis Country Day School
Moniteau County R-V School District
Montgomery County R-Ii School District
Montrose R-Xiv School District
Morgan County R-Ii School District
Mountain View-Birch Tree R-Iii School District
New Covenant Academy
Plaza Heights Christian Academy
Rainbow Center For Communicative Disorders
Richmond R-Xvi School District
Sacred Heart School
Saint Agnes Catholic Elementary School
Saint Joseph Cathedral School
Saint Teresa's Academy
School Sisters Of Notre Dame
Yeshivat Kadimah High School
Bosworth R-V School District
Chadwick R-I School District
Climax Springs R-Iv School District
Construction Careers Center School District
Dadeville R-Ii School District
Derrick Thomas Academy School District
Imagine Academy of Academic Success School District
Nodaway-Holt R-Vii School District
Oregon-Howell R-Iii School District
Our Lady of Peace
Schools for the Sev Disabled School District
Thomas Jefferson Independent
Abiding Savior Lutheran School
Academy Montessori Internationale
Ace Learning Centers
Ace Learning Centers
Agape' Academy and Child Development Center
All Saints School
Alpha Montessori School
Al-Salam Day School
Applewood Christian School
Assumption Parish School
Berean Christian Academy
Bishop Hogan Memorial School
Bishop Leblond High School
Blessed Teresa Of Calcutta School
Blossom Wood Day School
Blue Ridge Christian School
Boonce Academy
Butterfield Youth Services
Campbell Montessori School
Cape Christian School
Carver Christian Academy
Center Place Restoration School
Central Christian School
Central Institute For The Deaf
Child Of God Lutheran School
Childrens House Montessori Of Columbia
Christ Light Of The Nations Catholic School
Christ Prince Of Peace School
City Academy

CONTACT INFORMATION

Entity	Inside Account Executive	Accounts Payable
Named Education Accounts	Justin Chisari 732-652-3091 Justin_chisari@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

Affton 101 School District
 Bloomfield R-Xiv School District
 Branson R-Iv School District
 Caruthersville 18 School District
 Center 58 School District
 Cole County R-I School District
 Cole County R-V School District
 Desoto 73 School District
 Dexter R-Xi School District
 Dixon R-I School District
 El Dorado Springs R-Ii School District
 Farmington R-Vii School District
 Fulton 58 School District
 Gasconade County R-I School District
 Gasconade County R-Ii School District
 Good Shepard School
 Grandview C-4 School District
 Greenfield R-Iv School District
 Holden R-Iii School District
 Jefferson C-123 School District
 Kearney R-I School District
 King City R-I School District
 Kirksville R-Iii School District
 Knox County R-I School District
 Laclede County C-5 School District
 Lawson R-Xiv School District
 Macks Creek R-V School District
 Maysville R-I School District
 Midway R-I School District
 Oran R-Iii School District
 Richwoods R-Vii School District
 Ridgeway R-V School District
 Ripley County R-Iii School District
 Ripley County R-Iv School District

 Roscoe C-1 School District
 School of The Osage School District

Shawnee R-Iii School District
 Shelby County R-Iv School District
 Sherwood Cass R-Viii School District
 South Pemiscot County R-V School District
 Spickard R-Ii School District
 Stet R-Xv School District
 Stoutland R-Ii School District
 Strain-Japan R-Xvi School District
 Strasburg C-3 School District
 Sturgeon R-V School District
 Success R-Vi School District
 Swedeberg R-Iii School District
 Thornfield R-I School District
 Tri-County R-Vii School District
 Union R-Xi School District
 Union Star R-Ii School District

 University Academy School District
 Valley R-Vi School District
 Van Buren R-I School District
 Verona R-Vii School District
 Weaubleau R-Iii School District
 West Nodaway County R-I School District
 West Saint Francois County R-Iv School District
 Woodland R-Iv School District
 Al Manara Academy
 De Smet Jesuit High School
 Holy Rosary
 Lavonna Peterson Early Childhood Montessori School
 Marshall Public Schools
 Monroe City R-I School District
 Moog Center for Deaf Education
 Our Lady Of The Angels
 Sacred Heart Kindergarten
 Saint Joseph School
 The Barstow School

CONTACT INFORMATION

Entity	Inside Account Executive	Accounts Payable
Named Education Accounts	Ross Gerhart 732-652-3064 Ross_gerhart@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

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| <p>Alton R-Iv School District</p> <p>Ava R-I School District</p> <p>Avenue City R-Ix School District</p> <p>Avilla R-Xiii School District</p> <p>Belton 124 School District</p> <p>Bevier C-4 School District</p> <p>Bolivar R-I School District</p> <p>Cabool R-Iv School District</p> <p>Carl Junction R-I School District</p> <p>Central R-Iii School District</p> <p>Clever R-V School District</p> <p>Don Bosco Education Center School District</p> <p>Doniphan R-I School District</p> <p>East Prairie R-Ii School District</p> <p>Fair Play R-Ii School District</p> <p>Festus R-Vi School District</p> <p>Fredericktown R-I School District</p> <p>Galena R-Ii School District</p> <p>Gorin R-Iii School District</p> <p>Greenville R-Ii School District</p> <p>Hayti R-Ii School District</p> <p>Henry County R-I School District</p> <p>Hogan Preparatory Academy School District</p> <p>Hollister R-V School District</p> <p>Houston R-I School District</p> <p>Jamestown C-1 School District</p> <p>Jefferson County R-Vii School District</p> <p>Kirbyville R-Vi School District</p> <p>Knob Noster R-Viii School District</p> <p>Ladue School District</p> <p>Lamar R-I School District</p> <p>Lewis County C-1 School District</p> <p>Logan-Rogersville R-Viii School District</p> <p>Macon County R-I School District</p> <p>Marshfield R-I School District</p> <p>Maryville R-Ii School District</p> <p>Mcdonald County R-I School District</p> <p>Miller County R-Iii School District</p> <p>New Bloomfield R-Iii School District</p> | <p>New Franklin R-I School District</p> <p>North Saint Francois County R-I School District</p> <p>Odessa R-Vii School District</p> <p>Palmyra R-I School District</p> <p>Plato R-V School District</p> <p>Potosi R-Iii School District</p> <p>Rayndville R-Vii School District</p> <p>Rayre-Peculiar R-Ii School District</p> <p>Rolla 31 School District</p> <p>Savannah R-Iii School District</p> <p>Senath-Hornersville C-8 School District</p> <p>Sikeston R-6 School District</p> <p>Sparta R-Iii School District</p> <p>Spokane R-Vii School District</p> <p>Ste. Genevieve County R-Ii School District</p> <p>Summersville R-Ii School District</p> <p>Webb City R-Vii School District</p> <p>Wellington-Napoleon R-Ix School District</p> <p>West Plains R-Vii School District</p> <p>West Platte County R-Ii School District</p> <p>Calvary Lutheran High School</p> <p>Catholic Diocese of Jefferson City</p> <p>Christ Community Elementary School</p> <p>Christ Community Lutheran School</p> <p>Christ Community Lutheran School--CCLS ECE</p> <p>Clinton School District</p> <p>Immaculate Conception School</p> <p>Immaculate Conception School</p> <p>Immaculate Conception School</p> <p>Moniteau County R-I School District</p> <p>New Haven School District</p> <p>Roman Catholic Diocese of Springfield-Cape Girardeau</p> <p>Saint Clement School</p> <p>Saint Frances Cabrini Academy</p> <p>Saint Gabriel The Archangel School</p> <p>South City Prep</p> <p>St. Patrick School</p> |
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CONTACT INFORMATION

Entity	Inside Account Executive	Accounts Payable
Named Local Government Accounts	Sam Martin 732-652-3093 Sam_Martin@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

Fort Osage R-I School District Jackson R-ii School District Lebanon R-iii School District Neosho R-V School District Nixa R-ii School District Normandy School District Ozark R-Vi School District Pattonville R-iii School District Poplar Bluff R-I School District Saint Charles R-Vi School District Sedalia 200 School District Waynesville R-Vi School District Webster Groves School District Academy Of The Sacred Heart Advance R-Iv School District Albany R-iii School District Archie R-V School District Ascension School Ash Grove R-Iv School District Assumption School Bernie R-Xiii School District Bishop Du Bourg High School Butler R-V School District Calvary Lutheran School Camdenton R-iii School District Canton R-V School District Cape Girardeau 63 School District Carrollton R-Vii School District CATHOLIC DIOCESE OF KANSAS CITY-Saint JOSEPH Chaffee R-Ii School District Charleston R-I School District Chillicothe R-Ii School District Christ The King Catholic School City of Belton City of Charleston City of Chillicothe City of Crystal City City of De Soto City of East Prairie City of Hannibal City of Harrisonville	City of Holts Summit City of Jackson City of Knob Noster City of Marshall City of Nevada City of New Madrid City of Osage Beach City of Poplar Bluff City of Scott City City of Sullivan City of Valley Park City of Waynesville City of Webb City City of Whiteoak Clinton County R-iii School District College Heights Christian School Community R-Vi School District Concordia R-Ii School District Cooter R-Iv School District County of Cass County of Dekalb County of Howell County of McDonald County of New Madrid County of Newton County of Ripley County of Shannon County of Shelby County of Stoddard Crane R-iii School District Crocker R-Ii School District Dunklin R-V School District East Newton County R-Vi School District Elsberry R-Ii School District Ethel Hedgeman Lyle Academy School District Excelsior Springs 40 School District Fair Grove R-X School District Fayette R-iii School District Forsyth R-iii School District Forsyth School
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CONTACT INFORMATION

Gallatin R-V School District
Grain Valley R-V School District
Grandview R-Ii School District
Greenwood Laboratory School
Hamilton R-Ii School District
Holy Cross Academy
Holy Infant Elementary School
Incarnate Word Academy

Incarnate Word Parish School
John Burroughs School
Leeton R-X School District
Living Word Christian School
Lockwood R-I School District
Louisiana R-Ii School District
Lutheran High School Of St Charles County
Lutheran High School South
Mary Queen Of Peace School
Meramec Valley R-Iii School District
Messiah Lutheran School
Miller R-Ii School District
Mound City R-Ii School District
Nerinx Hall High School
New City School
North County Christian School
Notre Dame De Sion School
Notre Dame Regional High School
Oakhill Day School
Orchard Farm R-V School District
Osceola Public Schools
Our Lady Of Lourdes Interparish School
Pike County R-Iii School District
Pleasant Hope R-Vi School District
Queen Of All Saints School
Ralls County R-Ii School District
Rockhurst High School
Rohan Woods School
Sacred Heart Catholic School
Sacred Heart Elementary and High School
Sacred Heart Elementary School
Saint Alban Roe School
Saint Catherine Laboure School
Saint Clare Of Assisi School

Saint Elizabeth Elementary School
Saint Francis Xavier School
Saint Gerard Majella Catholic School
Saint James School
Saint Joseph Catholic School
Saint Joseph School
Saint Margaret Mary Alacoque School
Saint Margaret Of Scotland School
Saint Norbert School
Saint Paul Lutheran School
Saint Paul Lutheran School
Saint Paul School
Saint Paul's Episcopal Day School

Saint Peter Catholic School
Saint Peter's School
Saint Simon The Apostle School
Saint Therese School
Saint Thomas More School
Sarcoxie R-Ii School District
School District of Washington
Scotland County R-I School District
Scott City R-I School District
Scott County Central School District
Scott County R-Iv School District
Southern Boone County R-I School District
Southwest R-V School District
St. Joseph Parish - Manchester

St. Michael the Archangel Catholic High School
Sullivan School District
The Fulton School At Saint Albans
The Pembroke Hill School
The Principia School
Trinity Lutheran School
University City School District
Visitation School
Warrensburg R-Vi School District
Wellsville Middletown R-I School District
Westminster Christian Academy
Wheaton R-Iii School District
Whitfield School
Zion Lutheran School

CONTACT INFORMATION

Entity	Inside Account Executive	Accounts Payable
Named Education Accounts	Shahroze Bari 732-652-7653 Shahroze_Bari@shi.com	Janitza Matias 732-584-8420 janitza_matias@shi.com

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| <p>Academie Lafayette School District
Adair County R-I School District
Adair County R-ii School District
Alta Vista Charter School District
Appleton City R-ii School District
Bell City R-ii School District
Blackwater R-ii School District
Bradleyville R-I School District
Bronaugh R-Vii School District
Brookside Charter School District
Buchanan County R-iv School District
Bucklin R-ii School District
Chilhowee R-iv School District
Clark County R-I School District
Dent-Phelps R-iii School District
Drexel R-iv School District
East Lynne 40 School District
Gasconade C-4 School District
Gideon 37 School District
Gilman City R-iv School District
Glasgow School District
Gordon Parks Elementary School District
Grundy County R-V School District
Hartville R-ii School District
Imagine Academy Environmental Science and Math School District
Iron County C-4 School District
Jasper County R-V School District
Kelso C-7 School District
Lafayette County C-1 School District
Linn County R-I School District
Lonedell R-Xiv School District
Macon County R-iv School District
Malta Bend R-V School District
Maries County R-I School District
Marion C. Early R-V School District
Miami R-I School District
Milan C-2 School District
Naylor R-ii School District
Nevada R-V School District
Newtown-Harris R-iii School District
North Nodaway County R-Vi School District</p> | <p>North Pemiscot County R-I School District
North Shelby School District
Pemiscot County R-iii School District
Pierce City R-Vi School District
Platte County R-iii School District
Pleasant Hill R-iii School District
Portageville School District
Prairie Home R-V School District
Princeton R-V School District

Purdy R-ii School District
Puxico R-Viii School District
Renick R-V School District
Risco R-ii School District
Rock Port R-ii School District
Saint Clair R-Xiii School District
Saint Elizabeth R-iv School District
Salisbury R-iv School District
Santa Fe R-X School District
Schuyler County R-I School District
Scuola Vita Nuova School District
Sheldon R-Viii School District
Shell Knob 78 School District
Skyline R-ii School District
Slater School District
Smithville R-ii School District
South Harrison County R-ii School District
South Holt County R-I School District
South Iron County R-I School District
South Nodaway County R-iv School District
Southern Reynolds County R-ii School District
Southwest Livingston County R-I School District
Spring Bluff R-Xv School District
Steelville R-iii School District
Sunrise R-lx School District
Sweet Springs R-Vii School District
Taneyville R-ii School District
Tarkio R-I School District
Thayer R-ii School District
Tina-Avalon R-ii School District
Trenton R-lx School District</p> |
|---|--|

CONTACT INFORMATION

Urban Com. Leadership Academy School District

Walnut Grove R-V School District

Westran R-I School District

Westview C-6 School District

Wheatland R-Ii School District

Willard R-Ii School District

Willow Springs R-Iv School District

Winona R-Iii School District

Winston R-Vi School District

Worth County R-Iii School District

Zalma R-V School District

Asa Christian Academy

Chesterfield Montessori School

Christian Academy Of Greater St Louis

Christian Chapel Academy

Christian Schools Of Springfield

Covenant Christian School

Crosspoint Christian School

El Dorado Christian School

Grandview Christian School

Heartland Christian School

Immaculate Conception School

Little Flower Elementary School

Lutheran High School Of Kansas City

Maranatha Baptist Academy

Martin Luther School

Moberly School District

Monett R-I School District

Morgan County R-I School District

Mountain Grove R-Iii School District

Providence Classical Christian Academy

Saint Ann Catholic School

Saint Francis Xavier School

Saint Gabriel School

Saint George School

Saint John The Baptist Schs

Saint Johns Lutheran School

Saint Joseph School-Josephville

Saint Louis Catholic Academy

Ste. Genevieve Du Bois School

Sunnydale Adventist Academy

The Freedom School

The Saint Michael School Of Clayton

Tri-County Christian School

Union Hill Day School

United In Christ Lutheran School

Attachment B

PC Prime Vendor Services Contract Usage Guide

Hardware:

- If the hardware is listed in paragraph 5.2 (Required Hardware), then you must purchase under the contract.

Peripherals:

- If the peripheral is listed in paragraph 5.3.a (Required Peripherals), then you must purchase under the contract.
- If the peripheral is provided in paragraph 5.3.b (Non-Mandatory Peripherals), then you may, but are not required to purchase under the contract.

Media/Supplies:

- If the media and supplies are listed in paragraph 5.3.c (Non-Mandatory Media/Supplies), then you may, but are not required to purchase under the contract.

Excluded Products:

- If the products are listed in paragraph 5.7 (Excluded Products), then you must not purchase under the contract.

Software:

- If the software is listed in paragraph 6.1 (Required Software), then you must purchase under the contract.
- If the software is not included in paragraph 6.1 and meets the parameters of paragraph 6.5 (Non-Mandatory Software), then you may, but are not required to purchase under the contract.

Value Added Services:

- If the services are listed in paragraphs 7.3 (Critical Systems Hardware Maintenance), 7.4 (Fixed Asset Tracking), 7.6 (Installation/Install Assistance), 7.6 a. (System Installation/Setup Options), then you must purchase under the contract.
- If the services are listed in paragraphs 7.2 (Manufacturer Warranty), 7.2 a. (Manufacturer Warranty Upgrades), and 7.2 b. (Manufacturer Service Plans), then you may, but are not required to purchase under the contract.