

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

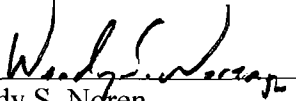
24th day of July 20 07

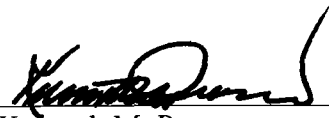
the following, among other proceedings, were had, viz:

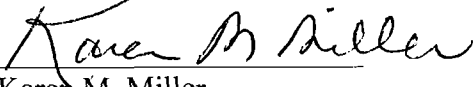
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 24, 2007, immediately following the commission meeting. The meeting will be held in room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (2) RSMo to discuss leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.


Done this 24th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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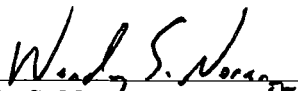
In the County Commission of said county, on the 24th day of July 20 07

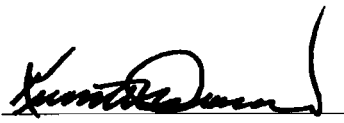
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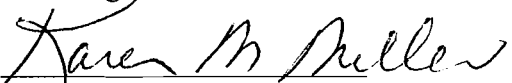
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, July 26, 2007, at 9:00 a.m. The meeting will be held in room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (3) RSMo to discuss hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded, and 610.021 (13) RSMo to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

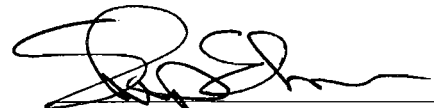
Done this 24th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
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July Session of the July Adjourned

Term. 07

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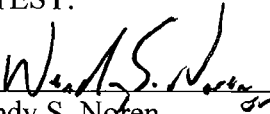
24th day of July 20 07

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

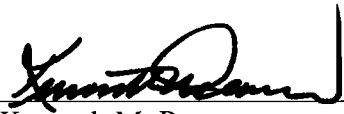
Now on this day the County Commission of the County of Boone does hereby authorize the County Treasurer to sign and release the Certificate of Deposit for Slumberland Furniture Store Plat 2.

Done this 24th day of July, 2007.

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 07

In the County Commission of said county, on the 24th day of July 20 07

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 Timberbrook Estates Plat II. It is further ordered the Presiding Commissioner is hereby authorized to sign said Plat.

Done this 24th day of July, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

To whom it may concern,

My name is: CANDY WISE and I live at
and/or own the property located at: 1380 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: Candy A. Wise

Date: 11-3-07

To whom it may concern,

My name is: Candy M Dixon and I live at
and/or own the property located at: 1408 ^{Golf}~~Pin Oak Blvd.~~

I am signing this letter showing my support of the lot split and new home construction at the property located at 1312 Pin Oak Blvd.

I signed a petition ~~in~~ in regards of being against building a duplex I am not against building a home for a family

Signed: Candy M Dixon

Date: 11-7-07

To whom it may concern,

My name is: Kim Godbey and I live at
and/or own the property located at: 1412 N. ^{GST} ~~Pin Oak~~ Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: Kim Godbey

Date: 11/7/07

To whom it may concern,

My name is: Gregg Koebel and I live at
and/or own the property located at: 1410 ^{Golf} ~~Pin Oak Blvd.~~

I am signing this letter showing my support of the lot split and new home construction at the property located at 1312 Pin Oak Blvd.

Signed: Gregg Koebel
Date: 11/7/07

To whom it may concern,

Matt CADWELL
My name is: ROBIN CADWELL and I live at
and/or own the property located at: 1515 N. ^{Golf}~~Pin Oak Blvd~~

I am signing this letter showing my support of the lot split and new home construction at the property located at 1312 Pin Oak Blvd.

*will support single family home -
non-rental unit*

Signed: Robin Cadwell } Matthew Cadwell

Date: 11-7-07

To whom it may concern,

My name is: Orval S. Guit and I live at
and/or own the property located at: 1407 N. ^{Golf} ~~Pin Oak~~ Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: Orval S. Guit

Date: 11/07/07

To whom it may concern,

My name is: Paul S. Mick and I live at
and/or own the property located at: 1405 N. ^{Golf} Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

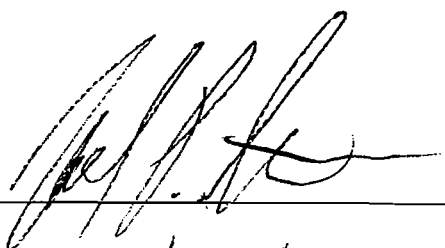
Signed: Paul S. Mick

Date: 11/07/07

To whom it may concern,

My name is: FRANK P. STONER and I live at
and/or own the property located at: 1408 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed:  _____

Date: 9/29/07

To whom it may concern,

My name is: Nancy Bundy and I live at
and/or own the property located at: 1409 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: Nancy Bundy

Date: 9/28/07

To whom it may concern,

My name is: James Woolfolk and I live at
and/or own the property located at: 1304 N. ~~A~~ Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: 

Date: 9/27/07

To whom it may concern,

My name is: Janice Harris and I live at
and/or own the property located at: 1309 N. Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: _____

Date: _____

10/11/2007

To whom it may concern,

My name is: Alvin Barkley and I live at
and/or own the property located at: 1313 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

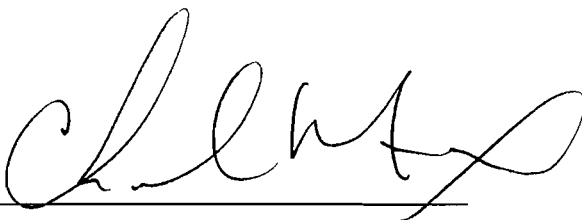
Signed: Alvin Barkley

Date: 9-27-07

To whom it may concern,

My name is: CHAD MORROW and I live at
and/or own the property located at: 1305 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: 

Date: 10/4/07

To whom it may concern,

My name is: Robert L O'Bannon and I live at
and/or own the property located at: 1403 N Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: Robert L O'Bannon

Date: 10-03-2007

To whom it may concern,

My name is: Clark M. Campbell and I live at
and/or own the property located at: 1404 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: 

Date: 9/18/2007

November 6, 2007

I Candy Wise would like to withdraw my letter of support to re plot Lot 2 of Pin Oak Subdivision. I am in opposition of the re plot of Lot 2.

Candy Wise

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 County of Boone } ea.

July Session of the July Adjourned

Term. ~~07~~

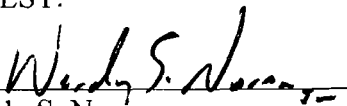
In the County Commission of said county, on the 24th day of July 20 07


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

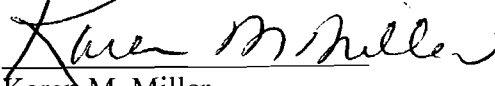
Now on this day the County Commission of the County of Boone does hereby approve the Policy for Supplemented Neighborhood Improvement District Surface Upgrades for County Maintained Subdivision & No Outlet Roads. It is further ordered the Presiding Commissioner is authorized to sign said policy.

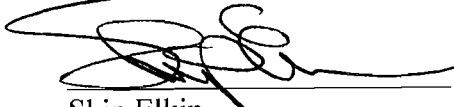
Done this 24th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**Policy for Supplemented Neighborhood Improvement District
Surface Upgrades for
County Maintained Subdivision & No Outlet Roads
July 2007**

Purpose:

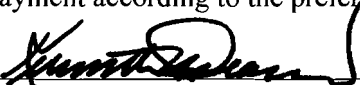
The Boone County Commission through the Public Works Department provides maintenance for an established inventory of graveled or chip and seal roads within subdivisions and no outlet (dead-end) graveled or chip and seal roads. This policy applies only to those roads already in the County's maintenance inventory. The intent of this policy is to provide a means to accelerate paving consideration for roads which have not met traditional criteria to achieve a high ranking on the County's paving priorities. This policy establishes guidelines by which the County can partner with the local residents forming a Neighborhood Improvement District to share in the cost of paving these roads and thus establish a higher priority for a particular project.

Asphalt Paving by Neighborhood Improvement District (NID):

A Neighborhood Improvement District can be formed to design, prepare, and pave roads within the subdivision or on a no outlet road. All rules applicable to the NID process would apply. The NID should include all private property owners along all County maintained roads within the subdivision or the entire length of a no outlet road and any others that are determined by the NID process would receive direct benefit of the project. The pavement should extend to an existing paved surface unless waived by the County Commission. The pavement shall be asphalt or concrete constructed according to current County standards unless a variance is requested and obtained by the Public Works Department through the Road and Bridge Advisory Board or subsequently established process. Variances would be considered by the Department for practical construction concerns such as anticipated traffic volumes, parking considerations, emergency vehicle access, building set-backs, utility conflicts and other obstructions or restrictions.

Supplemental funding by the County would be a budget consideration and must be approved by the County Commission in the normal budgeting process. In order for a project to be considered for a budget year, the costs must be known and the petition established and approved by no later than July 1 of the year prior. Funding and staffing resources are limited and if multiple petitions are received or costs or staffing requirements exceed resources, the County Commission will prioritize the projects and it may be necessary to delay some projects to a future year or phase a single project over multiple years.

The County funding level would include the cost of all design, subgrade preparation, storm water infrastructure upgrades, utility relocation, 50 percent of the paving costs, more or less as determined by the County Commission based on the particular project circumstances, and site restoration. The NID would be responsible for NID administration costs, Right-of-Way acquisition costs, and the remaining percentage of the asphalt paving costs. Acquisition of additional Right-of-Way to widths according to County Policy for the road classification and any needed utility or drainage easements is a condition of approval unless waived by the County Commission. The cost of Right-of-Way would also include payment for items of value such as fencing that would be displaced. The NID process provides for donation of Right-of-Way or for payment according to the preference of the petitioners.



Kenneth M. Pearson
Presiding Commissioner

Date: _____

7/24/07

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 07

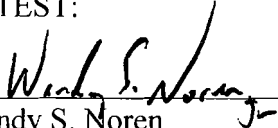
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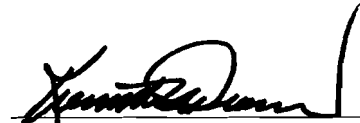
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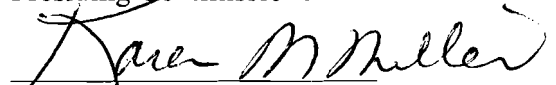
Now on this day the County Commission of the County of Boone does hereby award bid 47-28JUN07 – Structural and Miscellaneous Steel to Steward Steel, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 24th day of July, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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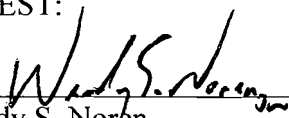
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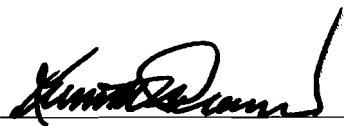
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision and award bid 52-12JUL07 – El Chaparral Park Driveway and Handicap Parking to Blacktop Paving, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

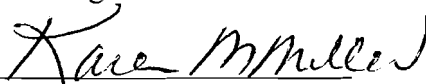
Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	General Funds	Emergency	11887.00	
1610	91700	Facilities Maint.	Grounds Improvement		11887.00


Done this 24th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**PURCHASE AGREEMENT
FOR
EL CHAPARRAL PARK DRIVEWAY & HANDICAP PARKING**

THIS AGREEMENT dated the 24th day of July 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Blacktop Paving, LLC**, 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 **El Chaparral Park Driveway & Handicap Parking**, County of Boone Request for Bid, bid number **52-12JUL07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendums One, Two, and Three, as well as the Contractor's bid response dated July 12, 2007 and executed by Donald L. Wilson 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, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum #1, Addendum #2, Addendum #3, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through completion of project. Contractor agrees that work will begin on this project by August 13, 2007 after receipt of *Notice to Proceed* and work will be completed by the end of August 31, 2007.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to complete the El Chaparral Park Driveway & Handicap Parking as identified and responded to in the Contractor's response. Items and/or service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt and acceptance of valid statement; 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.

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. 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.

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

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

BLACKTOP PAVING, LLC

by *Donald L Wilson*
 title *Co-Mgr.*
 address *24 S. RANGELINE Rd.*
COLUMBIA, MO. 65201

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford by ag
 Signature

7/18/07
 Date

1610/91700 \$10,806.00

Appropriation Account

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

4.1. Company Name:

BLACKTOP PAVING, LLC

4.2. Address:

24 S. BANGELINE Rd.

4.3. City/Zip:

COLUMBIA, Mo. 65201

4.4. Phone Number:

573-474-2405

4.5. Fax Number:

573-474-2450

E: Mail Address: BLACKTOP.PAVING@HOTMAIL.COM

4.6. Federal Tax ID:

20-5630042

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7 **BASE BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

***INCLUDES SEED/MULCH**

Lump Sum: \$ 10,806⁰⁰

4.8. **ALTERNATE BID RESPONSE** - Bid prices must include any and all labor, parts, and material required to perform the work described in Addendum #1 of this bid request.

Lump Sum: \$ No Bid

4.8. 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):

Donald L. Wilson

Type or Print Signed Name:

DONALD L. WILSON

Today's Date:

7-12-07

4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.

4.10. Work will be completed within 45 days after project commences.

4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.



BOONE COUNTY, MISSOURI

Request for Bid #: 52-12JUL07 – El Chaparral Park Driveway and Handicap Parking

ADDENDUM #1 - (Issued June 25, 2007)

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

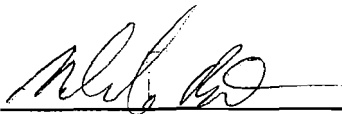
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Bid Opening location has changed. Bids will be opened shortly after 1:30 p.m. in the Johnson Building Conference Room 213, 601 E. Walnut, Columbia, MO 65201. **Bids are still due by 1:15 p.m. in the Johnson Building, Room 208, 601 E. Walnut, Columbia, MO.**
- 2) Bidders may bid concrete material rather than asphalt material. An alternate bid section has been provided on the Response Page. Please submit the **Revised Response Page** with your bid response. Bidders may bid the Base Bid and/or the Alternate Bid. The County will award either the Base Bid or the Alternate Bid. Award will be made to the Bidder(s) whose offer(s) provides 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.

Specifications for Alternate bid to allow Portland Cement Concrete:

Portland Cement Concrete Driveway and Handicap Parking Space – reference Boone County Roadway Regulations Chapter II (BCRR)


1. Provide construction staking to layout location.
2. Scalp vegetation and properly dispose off-site.
3. Excavate topsoil (approximate depth of two inches) and stockpile on site.
4. Excavate soils to a total depth of approximately eight inches and haul to fill area within park as designated by the Facility Maintenance Manager. Smooth fill area when completed.
5. Place four (4) inch lift of Type 1 Compacted Rolled Stone (Section 210.2 BCRR).
6. Place five (5) inch lift of Class A Portland Cement Concrete (Section 230 & 231 BCRR). (Broom finish, saw joints at 10 foot intervals, expansion material at shelter floor.) Cross slope will generally follow existing contours. Driveway approach shall be built according to Detail # 410.02 in the BCRR.
7. Restore soil to pavement edge using stockpiled topsoil, rake smooth, seed (Section 275 BCRR) & straw.
8. Haul excess topsoil to fill area, spread and rake smooth, seed & straw, restore stockpile area.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 52-12JUL07 - *El Chaparral Park Driveway and Handicap Parking* receipt of which is hereby acknowledged:

Company Name: BLACKTOP PAVING, LLC
Address: 24 SOUTH BANGELINE Rd.
COLUMBIA, MO. 65201

Phone Number: 573-474-2405 Fax Number: 573-474-2450

Authorized Representative Signature:  Date: 7-12-07
Authorized Representative Printed Name: DONALD L. WILSON



BOONE COUNTY, MISSOURI

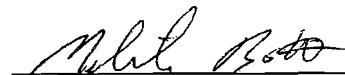
Request for Bid #: 52-12JUL07 – El Chaparral Park Driveway and Handicap Parking

ADDENDUM #2 - (Issued June 28, 2007)

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

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


- 1) Attached is the Revised Response page which should have been included with Addendum #1.
- 2) Clarification: soil stockpile location: 50' east of shelter in low area

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # 52-12JUL07 – El Chaparral Park Driveway and Handicap Parking receipt of which is hereby acknowledged:

Company Name: BLACKTOP PAVING, LLC
Address: 24 S. RANGELINE Rd.
COLUMBIA, MO. 65201

Phone Number: 573-474-2405 Fax Number: 573-474-2450

Authorized Representative Signature:  Date: 7-12-07
Authorized Representative Printed Name: DONALD L. WILSON



BOONE COUNTY, MISSOURI

Request for Bid #: 52-12JUL07 - El Chaparral Park Driveway and Handicap Parking

ADDENDUM #3 - (Issued July 2, 2007)

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

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

- 1) Revised: The original plan sheet incorrectly identified the length of the driveway as 335'. The correct driveway length is 230'.

Bidders are reminded that it is their responsibility to verify all measurements for accuracy.

By:

**Heather Turner, CPPB
Senior Buyer**

OFFEROR has examined copy of Addendum #3 to Request for Bid # 52-12JUL07 - El Chaparral Park Driveway and Handicap Parking receipt of which is hereby acknowledged:

Company Name: BLACKTOP PAVING, LLC

Address: 24 S. BANGELINE Rd.

COLUMBIA, Mo. 65201

Phone Number: 573-474-2405 Fax Number: 573-474-2450

Authorized Representative Signature: Donald L. Wilson Date: 7-12-07

Authorized Representative Printed Name: DONALD L. WILSON

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:** BOONE COUNTY FACILITIES MAINTENANCE

Company Name: BLACKTOP PAVING

Address: 24 S. RANGELINE RD., COLUMBIA, MO.

Contact Name: BOB DAVIDSON

Telephone Number:

Date of Contract:

Length of Contract: ON GOING - MKT TRAIL

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name: FIRST ASSEMBLY OF GOD CHURCH

Address: 7TH ST., COLUMBIA, MO.

Contact Name: RICHARD SULLIVAN

Telephone Number:

Date of Contract: JUNE '07

Length of Contract: 30 DAYS

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name: UMC - SUB-CONTRACT TO TURNER CONSTRUCTION

Address: MACQUIRE BLVD., COLUMBIA, MO.

Contact Name: JOHN TURNER

Telephone Number:

Date of Contract: JUNE '07

Length of Contract: 30 DAYS

Description of Prior Services (include dates):

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
BLACK-3 DATE (MM/DD/YYYY)
07/30/07

PRODUCER Callahan-Tangoza-Rodes Ins. Moresource Inc. 401 Vandiver Drive Columbia MO 65202 Phone: 800-495-5678 Fax: 573-441-1225	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED BlackTop Paving LLC 401 Vandiver Columbia MO 65202	INSURER A: Cincinnati Insurance Companies	10677
	INSURER B: Accident Fund Insurance Co.	10166
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Broadened End GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	CPP0813835	09/29/06	09/29/09	EACH OCCURRENCE \$ 100000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 100000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPA0813835	09/29/06	09/29/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV6024988	10/25/06	10/25/07	E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Driveways, Parking
 2007 Ford 165 SD Reg CHASSIS 1FDXF47PX7EA48394

CERTIFICATE HOLDER Boone County Purchasing Melinda Bobbitt 601 E. Walnut Room 208 Columbia MO 65201	CANCELLATION BOONE-9 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Moresource Incorporated
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BOONE COUNTY, MISSOURI
Request for Bid #: 52-12JUL07 – El Chaparral Park Driveway and Handicap Parking

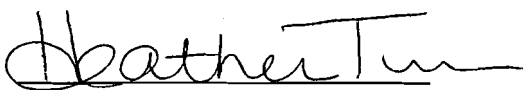
ADDENDUM #3 - (Issued July 2, 2007)

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

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

- 1) Revised: The original plan sheet incorrectly identified the length of the driveway as 335'. The correct driveway length is 230'.

Bidders are reminded that it is their responsibility to verify all measurements for accuracy.

By: 
Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # *52-12JUL07 – El Chaparral Park Driveway and Handicap Parking* receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI

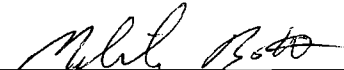
Request for Bid #: 52-12JUL07 – El Chaparral Park Driveway and Handicap Parking

ADDENDUM #2 - (Issued June 28, 2007)

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

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

- 1) Attached is the Revised Response page which should have been included with Addendum #1.
- 2) Clarification: soil stockpile location: 50' east of shelter in low area

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # *52-12JUL07 – El Chaparral Park Driveway and Handicap Parking* receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

E: Mail Address: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7 **BASE BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

Lump Sum: \$ _____

4.8. **ALTERNATE BID RESPONSE** - Bid prices must include any and all labor, parts, and material required to perform the work described in Addendum #1 of this bid request.

Lump Sum: \$ _____

4.8. 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:

4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.

4.10. Work will be completed within 45 days after project commences.

4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.



BOONE COUNTY, MISSOURI

Request for Bid #: 52-12JUL07 – El Chaparral Park Driveway and Handicap Parking

ADDENDUM #1 - (Issued June 25, 2007)

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

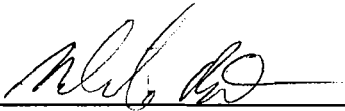
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Bid Opening location has changed. Bids will be opened shortly after 1:30 p.m. in the Johnson Building Conference Room 213, 601 E. Walnut, Columbia, MO 65201. **Bids are still due by 1:15 p.m. in the Johnson Building, Room 208, 601 E. Walnut, Columbia, MO.**
- 2) Bidders may bid concrete material rather than asphalt material. An alternate bid section has been provided on the Response Page. Please submit the **Revised Response Page** with your bid response. Bidders may bid the Base Bid and/or the Alternate Bid. The County will award either the Base Bid or the Alternate Bid. Award will be made to the Bidder(s) whose offer(s) provides 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.

Specifications for Alternate bid to allow Portland Cement Concrete:

Portland Cement Concrete Driveway and Handicap Parking Space – reference Boone County Roadway Regulations Chapter II (BCRR)

1. Provide construction staking to layout location.
2. Scalp vegetation and properly dispose off-site.
3. Excavate topsoil (approximate depth of two inches) and stockpile on site.
4. Excavate soils to a total depth of approximately eight inches and haul to fill area within park as designated by the Facility Maintenance Manager. Smooth fill area when completed.
5. Place four (4) inch lift of Type 1 Compacted Rolled Stone (Section 210.2 BCRR).
6. Place five (5) inch lift of Class A Portland Cement Concrete (Section 230 & 231 BCRR). (Broom finish, saw joints at 10 foot intervals, expansion material at shelter floor.) Cross slope will generally follow existing contours. Driveway approach shall be built according to Detail # 410.02 in the BCRR.
7. Restore soil to pavement edge using stockpiled topsoil, rake smooth, seed (Section 275 BCRR) & straw.
8. Haul excess topsoil to fill area, spread and rake smooth, seed & straw, restore stockpile area.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # *52-12JUL07 – El Chaparral Park Driveway and Handicap Parking* receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

E: Mail Address: _____

4.6. Federal Tax ID: _____

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

4.7 **BASE BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

Lump Sum: \$ _____

4.8. **ALTERNATE BID RESPONSE** - Bid prices must include any and all labor, parts, and material required to perform the work described in Addendum #1 of this bid request.

Lump Sum: \$ _____

4.8. 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:

- 4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.
4.10. Work will be completed within 45 days after project commences.
4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

El Chaparral Park
Driveway and
Handicap Parking



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 43 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602

PROJECT NO.

DATE: 6/21/07

SCALE: 1" = 20'

DESIGN BY: BM

DRAWN BY: TC

CHECKED BY:

SHEET 1 OF 1





Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing

(573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **52-12JUL07**
Commodity Title: **El Chaparral Park Driveway & Handicap Parking**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Pre-Bid Conference with Site Visits

Day / Date: **THURSDAY, June 28, 2007**

Time: **10:00 A.M.**

Location: **El Chaparral Park Shelter**

1539 S. Mesa Drive

Columbia, MO 65201

Bid Submission Address and Deadline – Bid Closing

Day / Date: **THURSDAY, July 12, 2007**

Time: **1:15 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department**

Boone County Johnson Building

601 E. Walnut, Room 208

Columbia, MO 65201

Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **THURSDAY, JULY 12, 2007**

Time: **Shortly after 1:30 P.M. C.D.T.**

Location / Address: **Commission Chambers**

801 E. Walnut

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**
- Standard Terms and Conditions**
Exhibit A - Prior Experience
Exhibit B – Site Locations
Prevailing Wage Order #14

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. Alternates may be chosen in any combination and/or order.
- 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** - Contract resulting from this Bid will have an initial project start date of approximately mid-June 2007 with parking lots surface improvements completed by the end of August 2007.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. ITEMS AND/OR SERVICES TO BE PROVIDED – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Parking Lots Surface Improvements** to various parking lots owned by Boone County – Missouri.

2.1.1. Scope of Services- The Contractor shall furnish all labor, equipment, and traffic control necessary to construct an asphalt driveway and a handicap parking space to serve the shelter at the El Chaparral Park.

2.1.2. Proposed Project Location: Columbia, Missouri:
El Chaparral Park, 1539 S. Mesa Drive

2.1.3. Contract Documents – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder(s) 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.

2.1.4. Project Schedule- Work may be done during weekday business hours. It is the Contractor’s responsibility to notify the County Facilities Maintenance Manager within 24 hours of starting the work. A project schedule depicting the progression of work must be submitted for the County’s approval. Work is anticipated to begin by August 13, 2007 and completed by August 31, 2007.

2.1.5. PRE-BID CONFERENCE – A pre-bid conference is scheduled for Thursday, June 28, 2007 at 10:00 a.m. at the El Chaparral Park Shelter, 1539 S. Mesa Drive, Columbia, MO 65201

2.1.5.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.

2.1.5.2. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

2.2. TECHNICAL REQUIREMENTS

2.2.1. Asphalt Driveway and Handicap Parking Space – See attached drawings – reference Boone County Roadway Regulations Chapter II (BCRR)

1. Provide construction staking to layout location.
2. Scalp vegetation and properly dispose off-site.
3. Excavate topsoil (approximate depth of two inches) and stockpile on site.
4. Excavate soils to a total depth of approximately ten inches and haul to fill area within park as designated by the Facility Maintenance Manager. Smooth fill area when completed.
5. Place six (6) inch lift of Type 2 Compacted Granular Base (Section 210.2 BCRR).
6. Place two (2) inch lift of Type 1 Compacted Rolled Stone (Section 210.2 BCRR).
7. Apply Prime Oil to subgrade (Section 223 BCRR).
8. Place three (3) inch lift of commercial grade asphalt surface mix (Section 222.3.3 BCRR). Cross slope will generally follow existing contours.
9. Compact asphalt with vibratory roller (Section 222.3.4 BCRR).
10. Restore soil to pavement edge using stockpiled topsoil, rake smooth, seed (Section 275 BCRR) & straw.
11. Haul excess topsoil to fill area, spread and rake smooth, seed & straw, restore stockpile area.

2.2.2. Striping – See attached drawing

One handicap parking space and hatched area

1. Mark handicap parking space and hatched area with industry standard blue parking lot paint. Paint the international blue insignia on the inside of the handicap parking space. Paint parking block blue.
2. Use a straight edge when completing the striping.

2.2.3. Parking Block

Furnish and install one new concrete parking block.

- 2.3.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials, and costs for said services shall be included in the bid price.
- 2.3.2. The Contractor shall complete all required utility locations prior to commencement of work and obtain a driveway permit from Boone County Public Works. Permit fees will be waived. Permit may be obtained at Planning & Zoning Office, 801 East Walnut.
- 2.3.3. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project.
- 2.3.4. The Contractor shall comply 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 Contractor will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.3.5. The Contractor shall be required to schedule project inspections with the Facility Maintenance Manager.
- 2.3.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.3.7. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area.
- 2.3.8. The Contractor shall be responsible for removing and replacing damaged surface during the project at no additional expense to the County.
- 2.3.9. The Contractor shall be required to remove all waste and debris and the site will be left clean at the end of each workday.
- 2.3.10. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.
- 2.3.11. The Contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.4. **WARRANTY** –The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.

2.5. **Wage Rates**

General

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

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

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

Prevailing Annual Wage Order Number 14 is attached. At any given time, the current, “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mboobbitt@boonecountymmo.org; or call (573) 886-4391.

Records

The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

Notices

Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous

Penalty

Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.

Affidavit of Compliance

After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

Wage Determination

During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes.

The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.

- 2.6. **DESIGNEE** – Boone County Facilities Maintenance, Bob Davidson, Manager, 601 E. Walnut, Room 206, Columbia, Missouri 65201. Phone: (573) 886-4400.
- 2.6.1. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut Street, Columbia, MO 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 E-mail: mbobbitt@boonecountymmo.org.
- 2.7. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received. The contractor must submit an invoice and charges must only include prices listed in the contractor's bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay the Monthly Statement within 30 days of receipt of a valid statement. Invoices/Monthly Statements should be submitted to Boone County Facility Maintenance at the above address.
- 2.8. **INSURANCE REQUIREMENTS**
- 2.8.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.8.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$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 Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.8.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive

- 2.8.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.8.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.8.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **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.
- 2.10. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

3. *Response Presentation and Review*

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

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

E: Mail Address: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7 **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

Lump Sum: \$ _____

4.8. 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:

4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.

4.10. Work will be completed within 45 days after project commences.

4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, Director of Purchasing
Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

EXHIBIT B

ATTACHMENTS

Sketches:

Plan Detail

Topographic

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 14

Section 010
BOONE COUNTY

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

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2007

Last Date Objections May Be Filed: April 9, 2007

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$26.44	55	60	\$13.66
Boilermaker			\$29.20	57	7	\$17.90
Bricklayers - Stone Mason			\$26.06	59	7	\$10.71
Carpenter			\$22.18	60	15	\$9.77
Cement Mason			\$21.59	9	3	\$9.70
Electrician (Inside Wireman)			\$27.21	28	7	\$10.69 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I			\$24.62	86	66	\$15.40
Group II			\$24.62	86	66	\$15.40
Group III			\$23.37	86	66	\$15.40
Group III-A			\$24.62	86	66	\$15.40
Group IV			\$22.39	86	66	\$15.40
Group V			\$25.32	86	66	\$15.40
Pipe Fitter		b	\$31.25	91	69	\$18.18
Glazier			\$22.40	FED		\$11.75 + 9.4%
Laborer (Building):						
General			\$18.37	110	7	\$8.99
First Semi-Skilled			\$26.42	114	27	\$8.93
Second Semi-Skilled			\$19.37	110	7	\$8.99
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.06	59	7	\$10.71
Millwright			\$23.18	60	15	\$9.77
Iron Worker			\$23.57	11	8	\$15.04
Painter			\$20.25	18	7	\$7.82
Plasterer			\$20.61	94	5	\$9.49
Plumber		b	\$31.25	91	69	\$18.18
Pile Driver			\$23.18	60	15	\$9.77
Roofer			\$25.25	12	4	\$9.84
Sheet Metal Worker			\$25.55	40	23	\$11.18
Sprinkler Fitter			\$16.00	FED		\$2.55
Terrazzo Worker			\$26.06	59	7	\$10.71
Tile Setter			\$26.06	59	7	\$10.71
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b -All work over \$3.5 Mil. Total Mech. Contract - \$31.25, Fringes - \$18.18
- All work under \$3.5 Mil. Total Mech. Contract - \$29.91, Fringes - \$14.08

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

ANNUAL WAGE ORDER NO. 14

AW14 010 OT.doc

Page 1 of 4 Pages

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

ANNUAL WAGE ORDER NO. 14

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

ANNUAL WAGE ORDER NO. 14

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

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

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

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

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

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

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

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

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

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

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

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

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen		\$26.18	7	16	\$9.49
Millwright		\$26.18	7	16	\$9.49
Pile Driver Worker		\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I		\$23.70	21	5	\$15.31
Group II		\$23.35	21	5	\$15.31
Group III		\$23.15	21	5	\$15.31
Group IV		\$19.50	21	5	\$15.31
Oiler-Driver		\$19.50	21	5	\$15.31
LABORER					
General Laborer		\$22.52	2	4	\$8.13
Skilled Laborer		\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I		\$24.27	22	19	\$8.00
Group II		\$24.43	22	19	\$8.00
Group III		\$24.42	22	19	\$8.00
Group IV		\$24.54	22	19	\$8.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

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

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.





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CERTIFIED COPY OF ORDER

301 -2007

STATE OF MISSOURI

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July Session of the July Adjourned

Term. 2007

County of Boone

In the County Commission of said county, on the

24th

day of

July

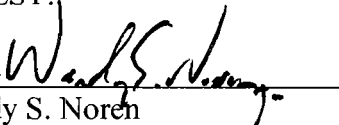
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the following, among other proceedings, were had, viz:

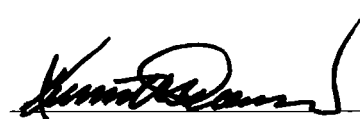
Now on this day the County Commission of the County of Boone does hereby award bid 41-12JUN07 – Printer Toner Cartridges Term & Supply to Corporate Express US, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24th day of July, 2007.

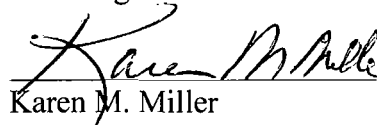
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
PRINTER TONER CARTRIDGES - TERM AND SUPPLY**

THIS AGREEMENT dated the 27th day of July 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Corporate Express US, 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 **Printer Toner Cartridges Term and Supply**, County of Boone Request for Bid, bid number **41-12JUN07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, the pricing clarification included with the bid response, as well as the Contractor's bid response dated June 8, 2007 and executed by Susan Kill, 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, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on August 1, 2007 and extend through June 30, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. Delivery - Contractor agrees to deliver the items as specified and as requested by the County on a next day basis as indicated in the bid response.

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

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


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

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

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

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

CORPORATE EXPRESS US, INC.

by 

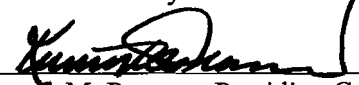
title VP Sales

address 1834 Walton Rd

St. Louis, Mo 63114

BOONE COUNTY, MISSOURI

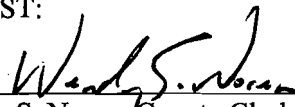
by: Boone County Commission


Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

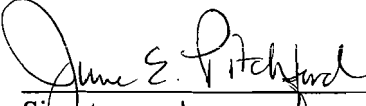
ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1170/23018 Term/Supply


Signature by ccy

7/10/07
Date

Appropriation Account

I have some answers on the toner bid. They basically overlooked the colors on the toner in 4.17.29 but the Cyan, Magenta, and Yellow toners are all \$84.49 each. The drum kit for this printer is \$96.85.

On 4.17.38 the maintenance kit is \$510.17

On 4.17.40 the maintenance kit is \$339.90

Corporate Express can supply the Okidata Ribbon but she quoted the NuKote brand b/c it was so much cheaper and is guaranteed. The Okidata ribbon is \$11.52.

Did I miss anything?

Thanks a bunch!!
Heather

4. Response Form

- 4.1. Company Name:
Corporate Express US, Inc.
- 4.2. Address:
1834 Walton Road
- 4.3. City/Zip:
St. Louis, Missouri 63114
- 4.4. Phone Number:
314-506-7852
- 4.5. Fax Number:
314-506-7880
- 4.6. E-Mail Address:
craig.tharp@cexp.com
- 4.7. Federal Tax ID:
84-1248716

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

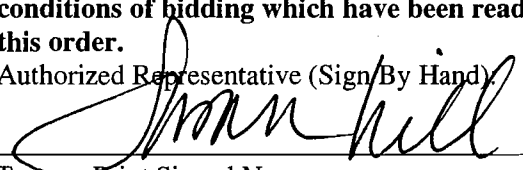
PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

- 4.8. **PRICING** – The bidder must complete the following pages in their entirety for each printer outlined. The bidder must also complete and return Exhibit A, Prior Experience.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

- 4.8.1. period.
- 4.8.1.1. 3 % 1st Renewal Period
- 4.8.1.2. 3 % 2nd Renewal Period
- 4.8.1.3. 3 % 3rd Renewal Period
- 4.8.1.4. 3 % 4th Renewal Period

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

4.9.1. Authorized Representative (Sign By Hand): 

4.9.2. Type or Print Signed Name: Susan Kill

4.9.3. Today's Date: 6/8/07

- 4.10. 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

4.11. Describe online ordering capabilities: E-Way is Corporate Express award winning on line ordering site. Order enter is a breeze. With up-to-date order status and online returns, you can manage your account quickly and efficiently. E-Way lets you create a customized shopping list. It had built in adm. features

4.12. Minimum discount from catalog list for all toner cartridges introduced after inception of the contract, and all existing toner cartridges not specified herein: 45%

Delivery after Receipt of Order: Next Day-in stock items Days

4.13. Note: The delivery date shall be stated in definite terms as it will be taken into consideration in awarding the bid. The County desires next day delivery.

4.14. Describe Vendor Return Policy: Except for special orders we gladly accept returns within 30 days from date of delivery. All merchandise must be in re-saleable condition. In the unlikely event you receive defective merchandise you may return these at any time.

4.15. Describe Vendor Recycle Program, discount available to Boone County, and who is responsible for shipping costs associated with the return of recyclable cartridges:

Corporate Express driver will pick up any recyclable cartridge. This is a free service. We will send the cartridge back to be recycled.

4.16. Bidder agrees that the proposed Toner Cartridges in this bid response are not refurbished, compatibles, or recycled toner cartridges. X Yes No

4.17. REMINDERS:

- Recycled and refurbished cartridges are **NOT** acceptable.
- Bidders must bid the brand name specified for each item. “Compatible brands” are not acceptable. Additionally, Lexmark is not an acceptable compatible for HP. MICR toner is the only compatible brand that is acceptable.
- Bidders must bid cartridges of high yields.
- Bidders must bid **ALL ITEMS** in order to be eligible for award.

PRINTER	# OF PRINTERS	UNT PRICE PER TONER CARTRIDGE
4.17.1. Printer: Canon Inkjet BJ230		
<u>Toner</u>		
Manufacturer: Canon		
Item #:CAN0881A003		
Yield (copies) per cartridge: 30,000	1	\$ 22.07 each
4.17.2. Printer: Canon Inkjet BJ30		
<u>Toner</u>		
Manufacturer:Canon		
Item #: CAN0956A003		
Yield (copies) per cartridge: 9,000	1	\$11.67 each
4.17.3. Epson TMU950		
<u>Toner</u>		
Manufacturer:Epson		
Item #:EPSERC31B		
Yield (copies) per cartridge: 12,000	3	\$1.76 each
4.17.4. Printer: HP 2000CXI Pro		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4844A		
Yield (copies) per cartridge: 1,430	1	\$24.95 each
4.17.5. Printer: HP Inkjet 2300N		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4844A		
Yield (copies) per cartridge: 1,430	1	\$24.95 each
4.17.6. Printer: HP Inkjet 6122		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEW51645A		
Yield (copies) per cartridge:833	1	\$23.03 each

(continued)

PRINTER	# OF PRINTERS	UNT PRICE PER TONER CARTRIDGE
4.17.7. Printer: HP Inkjet 970CXI		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEW51645A		
Yield (copies) per cartridge: 833	1	\$23.03 each
4.17.8. Printer: HP LaserJet 1012		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWQ2612A		
Yield (copies) per cartridge: 2,000	1	\$63.38 each
4.17.9. Printer: HP LaserJet 2100M		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4096A		
Yield (copies) per cartridge: 5,000	12	\$74.52 each
4.17.10. Printer: HP LaserJet 2100TN		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4096A		
Yield (copies) per cartridge: 5,000	1	\$ 74.52 each
4.17.11. Printer: HP LaserJet 2200DN		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4096A		
Yield (copies) per cartridge: 5,000	12	\$74.52 each
4.17.12. Printer: HP LaserJet 2200DN MICR		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWQ2610A		
Yield (copies) per cartridge: 6,000	1	\$108.86 each
4.17.13. Printer: HP LaserJet 2300DN		
<u>Toner</u>		
Manufacturer: Hewlett Pckard		
Item #: HEW92298X		
Yield (copies) per cartridge: 8,800	1	\$85.06 each

(continued)

PRINTER	# OF PRINTERS	UNT PRICE PER TONER CARTRIDGE
4.17.14. Printer: HP LaserJet 4		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4127A		
Yield (copies) per cartridge: 6,000	6	\$90.19 each
4.17.15. Printer: HP LaserJet 4050N		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4127X		
Yield (copies) per cartridge: 10,000	7	\$95.71 each
4.17.16. Printer: HP LaserJet 4050TN		
<u>Toner</u>		
Manufacturer: Hewlett Pakard		
Item #:HEWC4127X		
Yield (copies) per cartridge: 10,000	2	\$ 95.71 each
4.17.17. Printer: HP LaserJet 4200DTN		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWQ1338A		
Yield (copies) per cartridge: 12,000	1	\$129.92 each
4.17.18. Printer: HP LaserJet 4P		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEW92274A		
Yield (copies) per cartridge: 3,3350	1	\$92.22 each
4.17.19. Printer: HP LaserJet 4SI		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HE92291A		
Yield (copies) per cartridge: 10,250	1	\$91.54 each
4.17.20. Printer: HP LaserJet 5000N		
<u>Toner</u>		
Manufacturer: Hewlett Packard		
Item #: HEWC4129X		
Yield (copies) per cartridge: 10,0000	2	\$121.49 each

(continued)

4.17.21. Printer: IBM Infoprint 1140		
<u>Toner</u>		
Manufacturer: IBM		
Item #: IBM28P2009		
Yield (copies) per cartridge: 10,000	1	\$124.80 each
<u>Usage Kit</u>		
Manufacturer: IBM		
Item #: IBM28P2625		
Yield (copies) per kit: 300,000	1	\$305.50 each
4.17.22. Printer: IBM Infoprint 1332		
<u>Toner</u>		
Manufacturer: IBM		
Item #: IBM75P4301		
Yield (copies) per cartridge: 5,000	1	\$ 78.65 each
4.17.23. Printer: IBM Infoprint 1332/MICR 35		
<u>Toner</u>		
Manufacturer: IBM		
Item #: SUESTI204828		
Yield (copies) per cartridge: 300,000	1	\$259.35 each
4.17.24. Printer: IBM Infoprint 1585N		
<u>Toner</u>		
Manufacturer: IBM		
Item #: IBM75P6877		
Yield (copies) per cartridge: 21,000	1	\$119.60
<u>Photoconductor Kit</u>		
Manufacturer: IBM		
Item #: IBM75P6878		
Yield (copies) per kit: N/A		\$109.20 each
<u>Maintenance Kit</u>		
Manufacturer: IBM		
Item #: IBM40X0956		
Yield (copies) per kit:300,000		\$ 694.85 each
4.17.25. Printer: IBM Infoprint 40		
<u>Toner</u>		
Manufacturer: IBM		
Item #: IBM90H3566		
Yield (copies) per cartridge: 32,000	4	\$206.05 each

(continued)

<u>Usage Kit</u>		
Manufacturer: IBM		
Item #: IBM90H3567		
Yield (copies) per kit: 120,000		\$ 425.75 each
4.17.26. Printer: IBM Laser 4317-001		
<u>Toner</u>		
Manufacturer: IBM		
Item #: IBM63H2401		
Yield (copies) per cartridge: 10,000	1	\$141.05 each
4.17.27. Printer: IBM Laser 4317-001 MICR		
<u>Toner</u>		
Manufacturer: IBM		
Item #: IBM63H2401		
Yield (copies) per cartridge: 10,000	1	\$ 141.05 each
4.17.28. Printer: IBM Laser 4324-001		
<u>Toner</u>		
Manufacturer: IBM		
Item #: IBM75P5903		
Yield (copies) per cartridge: 10,000	1	\$133.25 each
<u>Usage Kit</u>		
Manufacturer: IBM		
Item #: IBM63H5718		
Yield (copies) per kit: 350,000		\$336.95 each
4.17.29. Printer: Konica Minolta Magicolor 2400W		
<u>Toner</u>		
Manufacturer: Konica Minolta		
Item #: QMS1710587004		
Yield (copies) per cartridge: 11,250	2	\$ 55.24 each
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$

(continued)

<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Drum Cartridge</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
4.17.30. Printer: Lexmark C510N		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX20K1403		
Yield (copies) per cartridge: 10,000	1	\$129.35 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX20K1400		
Yield (copies) per cartridge: 6,600		\$ 175.50 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX20K1401		
Yield (copies) per cartridge: 6,600		\$175.50 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX20K1401		
Yield (copies) per cartridge: 6,600		\$175.50 each
4.17.31. Printer: Lexmark C720N		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX15W0903		
Yield (copies) per cartridge: 12,000	2	\$101.59 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX15W0900		
Yield (copies) per cartridge: 7,200		\$152.75 each

(continued)

<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX15W0901		
Yield (copies) per cartridge: 7,200		\$152.75 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX15W0902		
Yield (copies) per cartridge: 7,200		\$152.75 each
<u>Photo Developer Kit</u>		
Manufacturer: Lexmark		
Item #: LEX15W0904		
Yield (copies) per kit: 30,000		\$ 128.05 each
4.17.32. Printer: Lexmark C750N		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX10B042K		
Yield (copies) per cartridge: 15,000	1	\$143.65 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX10B042C		
Yield (copies) per cartridge: 15,000		\$305.82 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX10B042M		
Yield (copies) per cartridge: 15,000		\$305.82 each
<u>Toner</u>		
Manufacturer: exmark		
Item #: LEX10B042Y		
Yield (copies) per cartridge: 15,000		\$ 305.82 each
4.17.33. Printer: Lexmark C920DTN		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEXC9202KH		
Yield (copies) per cartridge: 7,500	1	\$170.30 each

(continued)

<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEXC9202CH		
Yield (copies) per cartridge: 14,000		\$248.30 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEXC9202MH		
Yield (copies) per cartridge: 14,000		\$ 248.30 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEXC9202MH		
Yield (copies) per cartridge: 14,000		\$248.30 each
4.17.34. Printer: Lexmark E250DN		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEXE250A11A		
Yield (copies) per cartridge: 3,500	1	\$85.80 each
4.17.35. Printer: Lexmark E321		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX12A7305		
Yield (copies) per cartridge: 6,000	1	\$127.29 each
4.17.36. Printer: Lexmark Optra R		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX1382150		
Yield (copies) per cartridge: 14,000	2	\$293.80 each
4.17.37. Printer: Lexmark Optra S 1620		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX1382625		
Yield (copies) per cartridge: 17,600	2	\$213.20 each
4.17.38. Printer: Lexmark Optra SC1275N		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX1361751		
Yield (copies) per cartridge: 4,500	4	\$68.51 each

(continued)

<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX1361752		
Yield (copies) per cartridge: 3,500		\$ 63.70 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX1361753		
Yield (copies) per cartridge: 3,500		\$63.70 each
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX1361754		
Yield (copies) per cartridge: 3,500		\$63.70 each
<u>Photoconductor Kit</u>		
Manufacturer: Lexmark		
Item #: LEX1361750		
Yield (copies) per kit: 5000 BLK/20000 Color		\$118.95 each
<u>Maintenance Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
4.17.39. Printer: Lexmark Optra T		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX12A5745		
Yield (copies) per cartridge: 25,000	1	\$297.70 each
4.17.40. Printer: Lexmark T430DN		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX12A8425		
Yield (copies) per cartridge: 12,000	35	\$ 177.45 each
<u>Maintenance Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$

(continued)

4.17.41. Printer: Lexmark T520N		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX12A6735		
Yield (copies) per cartridge: 20,000	13	\$304.85 each
4.17.42. Printer: Lexmark T630N		
<u>Toner</u>		
Manufacturer: Lexmark		
Item #: LEX12A7362		
Yield (copies) per cartridge: 21,000	8	\$ 319.80 each
4.17.43. Printer: Magic Card Rio ID Card		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.44. Printer: Okidata Microline 390 Turbo		
<u>Toner</u>		
Manufacturer: NuKote		
Item #: NUKM249		
Yield (copies) per cartridge: N/A this is a ribbon	3	\$5.83 each
4.17.45. Printer: Panasonic Dot Matrix		
<u>Toner</u>		
Manufacturer: NuKote		
Item #: NUKBM189		
Yield (copies) per cartridge: N/A this is a ribbon	1	\$ 6.72 each
4.17.46. Printer: Xerox Docuprint N2825		
<u>Toner</u>		
Manufacturer: Xerox		
Item #: XER113R443		
Yield (copies) per cartridge: 10,000	2	\$ 192.40 each



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **41-12JUN07**
Commodity Title: **Printer Toner Cartridges Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, JUNE 12, 2007**
Time: **1:30 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, JUNE 12, 2007**
Time: **1:30 PM C.D.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
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**
- Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, 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] 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 Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2007 through June 30, 2008 and may be automatically renewed for up to an additional four (4) 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** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of Printer Toner Cartridges as specified herein.
- 2.1.1. **Estimated Quantity** – The County spends approximately \$63,000.00 on printer toner cartridges each year. All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase toner cartridges from other vendors when the County deems the purchase necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from July 1, 2007 through June 30, 2008. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **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.
- 2.5.1. The contractor shall extend any and all special promotional (including "educational" promotions) sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
- 2.5.2. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item(s).
- 2.6. **STOCK ITEMS** – The bidders are expected to have the items bid on the Response Form in stock. The items as bid are not to be subject to minimum order, or even carton only requirements.
- 2.7. **AWARD** – The County will award this bid on an "all or none" basis. Bidders must bid all items in order to be eligible for award.
- 2.8. **INSPECTION** – All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at the Contractor's expense for full credit or replacement at no additional cost to the County.
- 2.9. **CONTACT** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392, Fax: (573) 886-4390, or email: hturner@boonecountymmo.org
- 2.10. **DELIVERY** – Inside delivery shall be provided at the following County sites:
- 2.10.1. **Boone County Government Center** – 801 E. Walnut, Columbia, MO 65201.
- 2.10.2. **Sheriff's Department** – 2121 County Drive, Columbia, MO 65202.
- 2.10.3. **Boone County Courthouse** – 705 E. Walnut, Columbia, MO 65201.
- 2.10.4. **Boone County Public Works** – 5551 S. Highway 63, Columbia, MO 65201.
-

- 2.10.5. **Boone County Johnson Building** – 601 E. Walnut, Columbia, MO 65201.
- 2.10.6. **Boone County Public Works Maintenance Warehouse** – 5501 Oakland Gravel Road, Columbia, MO 65202.
- 2.10.7. **Robert L. Perry Juvenile Justice Center** – 5665 Roger I. Wilson Drive, Columbia, MO 65202.
- 2.11. **DELIVERY TIME** – All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.11.1. The contractor should provide next day delivery of products.
- 2.12. **USAGE REPORT** - The contractor shall be required to provide the County Purchasing Department with yearly usage reports. The yearly usage report should include the description of the item, item #, quantity, and dollar amount.
- 2.13. **ORDERING PROCEDURE** – The contractor shall have either a local telephone number with the (573) area code, a toll free (800) number, or agree to accept collect calls. Each department is responsible for placing their orders, which may be accomplished by written purchase order, telephone, fax, e-mail, or online ordering system.
- 2.14. **BILLING** – The contractor shall “bill as shipped” to the respective ordering department(s). The ordering department(s) will provide the contract number, ship to and bill to address, contact name, and phone number.
- 2.15. **PAYMENT** – Invoices should be submitted to the various ordering departments of Boone County for payment which will be made 30 days after receipt of a correct and valid invoice.

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. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.8. **PRICING** – The bidder must complete the following pages in their entirety for each printer outlined. The bidder must also complete and return Exhibit A, Prior Experience.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

4.8.1. period.

4.8.1.1. _____ % 1st Renewal Period

4.8.1.2. _____ % 2nd Renewal Period

4.8.1.3. _____ % 3rd Renewal Period

4.8.1.4. _____ % 4th Renewal Period

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

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name: _____

4.9.3. Today's Date: _____

4.10. 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

4.11. Describe online ordering capabilities: _____

4.12. Minimum discount from catalog list for all toner cartridges introduced after inception of the contract, and all existing toner cartridges not specified herein: _____%

Delivery after Receipt of Order: _____ Days

4.13. Note: The delivery date shall be stated in definite terms as it will be taken into consideration in awarding the bid. The County desires next day delivery.

4.14. Describe Vendor Return Policy:

4.15. Describe Vendor Recycle Program, discount available to Boone County, and who is responsible for shipping costs associated with the return of recyclable cartridges:

4.16. Bidder agrees that the proposed Toner Cartridges in this bid response are not refurbished, compatibles, or recycled toner cartridges. _____ Yes _____ No

4.17. REMINDERS:

- Recycled and refurbished cartridges are **NOT** acceptable.
- Bidders must bid the brand name specified for each item. “Compatible brands” are not acceptable. Additionally, Lexmark is not an acceptable compatible for HP. MICR toner is the only compatible brand that is acceptable.
- Bidders must bid cartridges of high yields.
- Bidders must bid **ALL ITEMS** in order to be eligible for award.

PRINTER	# OF PRINTERS	UNT PRICE PER TONER CARTRIDGE
4.17.1. Printer: Canon Inkjet BJ230		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.2. Printer: Canon Inkjet BJ30		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.3. Epson TMU950		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	3	\$
4.17.4. Printer: HP 2000CXI Pro		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.5. Printer: HP Inkjet 2300N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.6. Printer: HP Inkjet 6122		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$

(continued)

PRINTER	# OF PRINTERS	UNT PRICE PER TONER CARTRIDGE
4.17.7. Printer: HP Inkjet 970CXI		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.8. Printer: HP LaserJet 1012		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.9. Printer: HP LaserJet 2100M		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	12	\$
4.17.10. Printer: HP LaserJet 2100TN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.11. Printer: HP LaserJet 2200DN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	12	\$
4.17.12. Printer: HP LaserJet 2200DN MICR		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.13. Printer: HP LaserJet 2300DN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$

(continued)

PRINTER	# OF PRINTERS	UNT PRICE PER TONER CARTRIDGE
4.17.14. Printer: HP LaserJet 4		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	6	\$
4.17.15. Printer: HP LaserJet 4050N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	7	\$
4.17.16. Printer: HP LaserJet 4050TN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	2	\$
4.17.17. Printer: HP LaserJet 4200DTN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.18. Printer: HP LaserJet 4P		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.19. Printer: HP LaserJet 4SI		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.20. Printer: HP LaserJet 5000N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	2	\$

(continued)

4.17.21. Printer: IBM Infoprint 1140		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
<u>Usage Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
4.17.22. Printer: IBM Infoprint 1332		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.23. Printer: IBM Infoprint 1332/MICR 35		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.24. Printer: IBM Infoprint 1585N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
<u>Photoconductor Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
<u>Maintenance Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
4.17.25. Printer: IBM Infoprint 40		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	4	\$

(continued)

Usage Kit		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
4.17.26. Printer: IBM Laser 4317-001		
Toner		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.27. Printer: IBM Laser 4317-001 MICR		
Toner		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.28. Printer: IBM Laser 4324-001		
Toner		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
Usage Kit		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
4.17.29. Printer: Konica Minolta Magicolor 2400W		
Toner		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	2	\$
Toner		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
Toner		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$

(continued)

<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Drum Cartridge</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
4.17.30. Printer: Lexmark C510N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
4.17.31. Printer: Lexmark C720N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	2	\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$

(continued)

<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Photo Developer Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
4.17.32. Printer: Lexmark C750N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
4.17.33. Printer: Lexmark C920DTN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$

(continued)

<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
4.17.34. Printer: Lexmark E250DN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.35. Printer: Lexmark E321		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.36. Printer: Lexmark Optra R		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	2	\$
4.17.37. Printer: Lexmark Optra S 1620		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	2	\$
4.17.38. Printer: Lexmark Optra SC1275N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	4	\$

(continued)

<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:		\$
<u>Photoconductor Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
<u>Maintenance Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$
4.17.39. Printer: Lexmark Optra T		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.40. Printer: Lexmark T430DN		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	35	\$
<u>Maintenance Kit</u>		
Manufacturer:		
Item #:		
Yield (copies) per kit:		\$

(continued)

4.17.41. Printer: Lexmark T520N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	13	\$
4.17.42. Printer: Lexmark T630N		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	8	\$
4.17.43. Printer: Magic Card Rio ID Card		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.44. Printer: Okidata Microline 390 Turbo		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	3	\$
4.17.45. Printer: Panasonic Dot Matrix		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	1	\$
4.17.46. Printer: Xerox Docuprint N2825		
<u>Toner</u>		
Manufacturer:		
Item #:		
Yield (copies) per cartridge:	2	\$

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 41-12JUN07 Printer Toner Cartridge Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 07

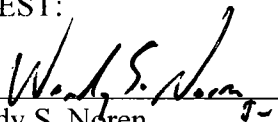
In the County Commission of said county, on the 24th day of July 20 07

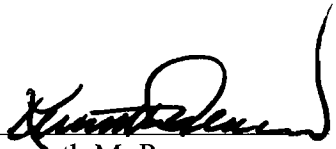
the following, among other proceedings, were had, viz:

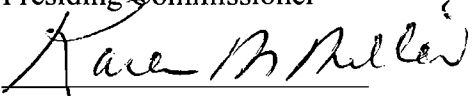
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 1730 Sycamore Hills Road in Columbia, Missouri.

Done this 24th day of July, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 07

In the County Commission of said county, on the 24th day of July 20 07

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6002 A&B Kent Drive in Columbia, Missouri.

Done this 24th day of July, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 07

In the County Commission of said county, on the

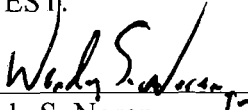
24th day of July 20 07

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


Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4916 Clearview Road in Columbia, Missouri.

Done this 24th day of July, 2007.

ATTEST:




Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

July Session of the July Adjourned

07
Term. 20

STATE OF MISSOURI }
County of Boone } ea.

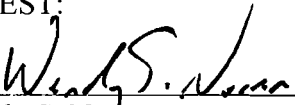
24th day of July 2007

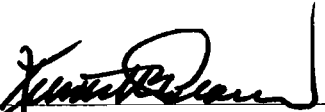
In the County Commission of said county, on the
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4816 Georgetown Drive in Columbia, Missouri.

Done this 24th day of July, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 07

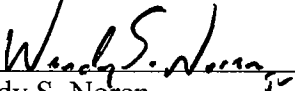
In the County Commission of said county, on the 24th day of July 20 07


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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at vacant lots on Chris Drive in Columbia, Missouri.

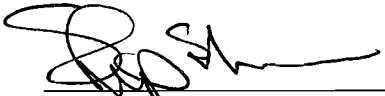
Done this 24th day of July, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2007

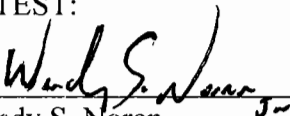
In the County Commission of said county, on the 24th day of July 20 07

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

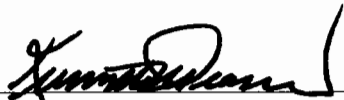
Now on this day the County Commission of the County of Boone does hereby accept the FY 2006 Financial Statements prepared by KPMG, including an Independent Audit Report for the year ending December 31, 2006 and the Single Audit Report

Done this 24th day of July, 2007.

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

24th

day of

July

20 07

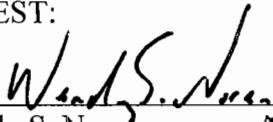
the following, among other proceedings, were had, viz:

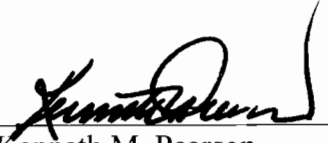
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment.

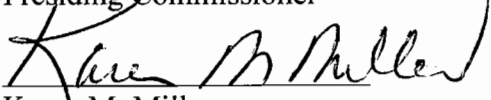
Department	Account	Department Name	Account Name	Decrease	Increase
2535	91300	Justice Assistance Grant	Mach.& Equipment		\$820
2535	03411	Justice Assistance Grant	Federal Grant Reimb		\$820

Done this 24th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner