

601-2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 2012

In the County Commission of said county, on the 27th day of December 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 47-02OCT12 – Networked Fire Alarm Detection and Notification System for the Boone County Jail closed on October 2, 2012 to Corsair Controls per contract agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 27th day of December 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

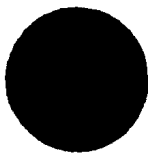
Karen M. Miller
Karen M. Miller

District I Commissioner

Skip Elkin
Skip Elkin

District II Commissioner

601-2012



PURCHASE REQUISITION BOONE COUNTY, MISSOURI

11/28/12

REQUEST
DATE

3081
VENDOR
NO.

Corsair Controls, Inc.
VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # 601-2012

Return to Auditor's Office

Please do not remove staple

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#47-02OCT12
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount	
6	2	0	0	6	0	1	1	0	Intercom Project Total	1	184835.00	184835.00
6	2	0	0	6	0	1	1	0	5% contingency on Intercom	1	9241.75	9241.75
6	2	0	0	6	0	1	1	0	Alternate Number 2A: Fire Alarm Annunciation with LCD Touch Screen	1	58435.00	58435.00
6	2	0	0	6	0	1	1	0	10% contingency on Fire Alarm	1	5843.50	5843.50
258,355.25												

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Linda Bobbitt

Prepared By

[Signature]
Requesting Official

Auditor Approval

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 28, 2012
RE: RFP Award Recommendation: 2nd Reading of 47-02OCT12 – Networked
Fire Alarm Detection and Notification System for the Boone County Jail

Request for Proposal 47-02OCT12 – Networked Fire Alarm Detection and Notification System for the Boone County Jail closed on October 2, 2012. Two proposal responses were received.

The evaluation committee consisted of the following:

Karen Miller, Boone County District I Commissioner
Fred Malicoat, Winslow Engineers
Bob Davidson, Facilities Maintenance Manager
Warren Brewer, Chief Jailer, Boone County Jail
Keith Hoskins, Corrections Captain, Boone County Jail

The evaluation committee recommends award to Corsair Controls per their attached Evaluation Report.

Intercom Project: \$184,835.00

Alternate Number 2A: Fire Alarm Annunciation with LCD Touch Screen: \$58,435.00

Total for the Intercom and Fire Alarm is \$243,270.00. There will be a 5% contingency on the intercom of \$9,241.75 and a 10% contingency on the fire alarm of \$5,843.50 for a total of \$258,355.25. Invoices will be paid from department 6200 – Capital Repairs and Replacements, account 60110 – Major Building Repairs/Replacements. Following Budget Amendment, \$194,100 was budgeted for the Intercom and \$64,300 budgeted for the Fire Alarm for a total budget of \$258,400.00.

ATT: Evaluation Report

cc: Proposal File / Evaluation Committee members

OFFEROR #2: Meyer Electric Company, Inc.

 X It has been determined that Meyer Electric Company has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that Meyer Electric Company has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- The contractor has an outstanding reputation.
- Have the proven intercom
- Have proven LCD touch screen for the fire alarm

Concerns:

- The contractor has not worked on these systems in the existing facility.
- The contractor is using equipment from a previous offeror and will inherently be more expensive.
- The lower amount for the alternate soft touch fire alarm button has not been proven to County, therefore have the company prove compatibility or go to the second bidder.

Experience/Expertise of Offeror

Strengths:

- The contractor has an outstanding reputation.

Concerns:

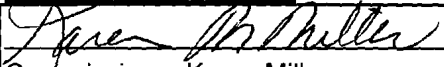
- The contractor has not worked in the existing facility.

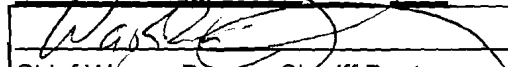
EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

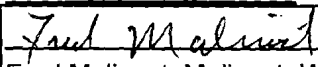
REQUEST FOR PROPOSAL NUMBER - 47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail
 Melinda Bobbitt, CPPB

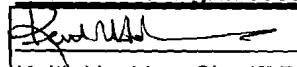
NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Meyer Electric - Alternate 2A	24	17	41	48	89.0
Corsair Controls - Alternate 2A	30	20	50	50	100.0
Meyer Electric - Alternate 2B	23	17	40	45	85.0
Corsair Controls - Alternate 2B	29	19	48	50	98.0

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Evaluator's Signatures **Date**
 10/10/12
 Commissioner Karen Miller

Evaluator's Signatures **Date**
 10/10/12
 Chief Warren Brewer, Sheriff Dept.

Evaluator's Signatures **Date**
 10-10-12
 Fred Malicoat, Malicoat- Winslow Engineers

Evaluator's Signatures **Date**
 10/10/12
 Keith Hoskins, Sheriff Dept.

Evaluator's Signatures **Date**
 10-10-12
 Bob Davidson, Facilities Manager

CONTRACT AGREEMENT

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

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

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

BID NUMBER 47-02OCT12
NETWORKED FIRE ALARM DETECTION AND NOTIFICATION SYSTEM FOR THE BOONE
COUNTY JAIL
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award amount is **\$243,270.00** as follows:

Base Bid: <i>Intercom</i> Project Total	\$184,835.00
Alternate Number 2A: <i>Fire Alarm Annunciation with LCD Touch Screen</i>	\$58,435.00

Equipment and service is under warranty for one year following date of installation. First year of maintenance is pro-rated beginning one year following installation on or about **April 1, 2014 through December 31, 2014**. Maintenance may be extended beyond the expiration date of December 31, 2014 by order of the County for up to **four (4) additional one-year periods**. Contractor shall submit maintenance invoice to County by January 1 of each year. Pricing shall remain firm at an annual price of:

Maintenance Service Contract for	
<i>Intercom</i>	\$3,985.00
<i>Fire Alarm Annunciation with LCD Touch Screen</i>	\$1,580.00

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

Request for Proposal Number 47-02OCT12
 Addendum Numbers One and Two
 Best and Final Offer Number One
 Offeror's Proposal Response and Best and Final Offer Response
 Work Authorization Certification
 Debarment Certification
 Insurance Requirements
 Bid Bond

Performance Bond: enclosed bonds must be completed and returned within 15 days of receipt of this contract.

Labor & Material Payment Bond: enclosed bonds must be completed and returned within 15 days from receipt of this contract.

Affidavit - OSHA Requirements

Affidavit - Prevailing Wage

State Wage Rates- Annual Wage Order #19

Boone County Standard Terms and Conditions

Project Plans and/or Details

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

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any

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brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

601-2012

The Owner agrees to pay the Contractor in the amount: \$243,270.00.

Two Hundred Forty Three Thousand, Two Hundred Seventy Dollars and Zero Cents (\$243,270.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

DEC. 27, 2012 at Columbia, Missouri.

(Date)

CONTRACTOR:

CORSAIR CONTROLS, INC.

By: [Signature]
Authorized Representative Signature

By: ALAN HUENEMANN
Authorized Representative Printed Name
Title: PRESIDENT

OWNER, BOONE COUNTY, MISSOURI

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

Approved as to Legal Form:

[Signature]
CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy S. Noren
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

6200-60110 - \$243,270.00

Signature

Date

Appropriation Account

6. Revised Response/Pricing Page #2

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

Company Name: Corsair Controls, Inc.

Address: 190 Woodcrest Drive
Highland, Illinois 62249

Telephone: (618) 654-98322 Fax: (618) 654-4403

Federal Tax ID (or Social Security #): 37-1268603

Print Name: Alan Thuenemann Title: President

Signature:  Date: November 21, 2012

E-Mail Address: alant@corsaircontrols.com

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

6.1. Pricing

Unit Price

6.1.1. **Intercom Project Total** **\$ 184,835.00**
Includes one (1) year labor/material warranty

6.1.2. **Alternate Number 1:**

6.1.2.1. **Maintenance Service Contract for Intercom** **\$ 3,985.00**
First year is pro-rated. Begins one year following installation on or about April 1, 2014 through December 31, 2014

6.1.2.2. **Maintenance Service Contract for Fire Alarm Annunciation with LCD Touch Screen** **\$ 1,580.00**
First year is pro-rated. Begins one year following installation on or about April 1, 2014 through December 31, 2014

6.1.2.3. **Maintenance Service Contract for Fire Alarm Annunciation with Soft Touch Button** **\$ 1,795.00**
First year is pro-rated. Begins one year following installation on or about April 1, 2014 through December 31, 2014

The resulting agreement for maintenance may be extended beyond the expiration date of December 31, 2014 by order of the County for up to **four (4) additional one-year periods** and pricing shall remain firm at price quoted above. Maintenance following the

first maintenance period will automatically renew each year on January 1 for same pricing until the County gives a 30 day termination notice.

6.1.3. **Alternate Number 2A:** Fire Alarm Annunciation with LCD Touch Screen **\$58,435.00**
Includes one (1) year labor/material warranty

6.1.4. **Alternate Number 2B:** Fire Alarm Annunciation with Soft Touch Button **\$43,575.00**
Includes one (1) year labor/material warranty

6.1.5. Equipment shall be delivered and installed 90 days calendar days after receipt of Purchase Order and Notice to Proceed (**completion date must be by April 1, 2013**).

6.1.6. List all Sub-Contractors that will be utilized on this project:

<u>Meyer Electric</u>	<u>Intercom Installation</u>
<u>Midwest Electronics</u>	<u>Intercom Maintenance Warranty</u>
<u>Midwest Electronics</u>	<u>Intercom System Alternate 2A</u> OR
<u>Tech Electronics</u>	<u>Intercom System Alternate 2B</u>

6.1.7. Describe warranty on equipment and labor:

All parts and labor will be warranted for one (1) year from date of substantial completion. Power surges, vandalism and lighting strikes are NOT covered

6.1.8. List any deviations to the original specifications: _____

None

6.1.9. Training shall be provided to Boone County staff within 30 days or less days of installation.

6.1.10. State date that pricing is firm through for the equipment proposed in your proposal response: December 11, 2012

6.1.11. 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

6.1.12. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: Alan Thuenemann
Organization: Corsair Controls, Inc.
Address: 190 Woodcrest Drive, Highland, Illinois 62249
E-mail: alant@corsaircontrols.com
Phone Number: (618) 654-8322
Fax: (618) 654-4403

6.1.13. **Identification of Bidders/Offerors:**

How were you notified or heard about this bid/proposal?

_____ newspaper advertisement

_____ Boone County Electronic Bid Notification

other, please list: Boone County Jail

SIGNATURE AND IDENTITY OF OFFEROR

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

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

Dated _____, 20____
 Name of individual, all partners, or joint venturers:

Address of each:

ALAN THUENEMANN
LOCI THUENEMANN

13968 ST Rose Rd Highland IL
SAMS

doing business under the name of:

Address of principal place of business in Missouri:

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

Corstar Controls Inc
 (If a corporation - show its name above)

190 Woodcrest Dr Highland

ATTEST:

Lori Thuenemann
 (Secretary)

Secretary/Treasurer
 (Title)

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

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

County of Madison)

State of Illinois

)SS.

)

My name is ALAN THUENEMAN I am an authorized agent of Corcoran Controls Inc (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

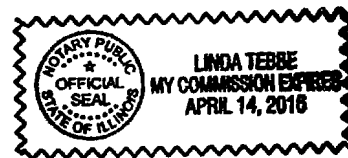
Alan Thueneman Sept 28, 2012
Affiant Date

ALAN THUENEMAN
Printed Name

Subscribed and sworn to before me this 1st day of October, 2012.

Linda Tebbe
Notary Public

Attach to this form the E-Verify Memorandum of Understanding Confirmation Page that you received after enrolling





Company ID Number: 597755

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

Employer Corsair Controls, Inc.

Alan Thuenemann

Name (Please Type or Print)

Title

Electronically Signed

09/06/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

09/06/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Corsair Controls, Inc.**

Company Facility Address: **190 Woodcrest Drive**

Highland, IL 62249

Company Alternate Address:

County or Parish: **MADISON**

Employer Identification Number: **371268603**

Company ID Number: 597755

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ILLINOIS 1 site(s)	

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

Name:	Lori L Thuenemann	Fax Number:	(618) 654 - 4403
Telephone Number:	(618) 654 - 8322		
E-mail Address:	lorit@corsaircontrols.com		
Name:	Alan S Thuenemann	Fax Number:	(618) 654 - 4403
Telephone Number:	(618) 654 - 8322		
E-mail Address:	alant@corsaircontrols.com		

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

ALAN THUENEMAN PRESIDENT - Corstar Controls Inc
Name and Title of Authorized Representative

[Signature]
Signature

Sept 28, 2012
Date

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address: Boone County Jail
2121 County Drive Columbia
Contact Name: Keith Hoskins / Warren Brewer
Telephone Number: 572-875-1111
Date of Contract: Jan 1990
Length of Contract: 12 months

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: St Charles Co Jail
Address: 301 N Second Street, St Charles Mo
Contact Name: Scott Myers
Telephone Number: 636-949-3003
Date of Contract: 2007
Length of Contract: 11 months

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Madison Co Jail
Address: 405 Ransom Street, Edwardsville IL
Contact Name: Kurt Geschwend
Telephone Number: 618-296-5245
Date of Contract: 1999-2000
Length of Contract: 6 months

Description of Prior Services (include dates):

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: 34 yrs If not under present firm name, list previous firm names and types of organizations.

was first organized as Holdeman Eng.
Changed to Carson Controls, Inc 1990

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>Doe Run Co</u>		<u>\$ 106000</u>	<u>33%</u>
<u>Doe Run Co</u>		<u>\$ 60000</u>	<u>60%</u>
<u>ADT</u>		<u>\$ 16800</u>	<u>33%</u>

3. General type of product sold and manufactured:

SYSTEMS INTEGRATION

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

(a) Number of contracts on which default was made: 0

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

The Bank of Edwardsville 618-654-5414 Jon Greve

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes

No

Dated at _____

this 28th day of September, 20 12.

Corsair Controls Inc

Name of Organization(s)

By [Signature]

(Signature)

President

(Title of person signing)



9-7-12

BOONE COUNTY, MISSOURI

Request for Bid #: 47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail

ADDENDUM #1 - Issued September 7, 2012

This addendum is issued in accordance with the Introduction and General Information section of the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response/Pricing Page*.

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

1. The fire alarm can be an "or equal." The system (prior to award) needs to be demonstrated to the "owner" that it meets all requirements and that the intercom & fire alarm are compatible.
2. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page*.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal **47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail**, receipt of which is hereby acknowledged:

Company Name: Corstar Controls Inc

Address: 190 Woodcrest Dr Highland I

Phone Number: 618-654-8322 Fax Number: 618-654-4403

E-mail: alan@corstarcontrols.com

Authorized Representative Signature: [Signature] Date: Sept 26 2012

Authorized Representative Printed Name: Alan Thoenen



BOONE COUNTY, MISSOURI

Request for Bid #: 47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail

ADDENDUM #2 - Issued September 26, 2012

This addendum is issued in accordance with the Introduction and General Information section of the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response/Pricing Page*.

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

1. The fire alarm can be an "or equal." The system (prior to award) needs to be demonstrated to the "owner" that it meets all requirements and that the intercom & fire alarm are compatible.
2. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page*.

By: _____

Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal **47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail**, receipt of which is hereby acknowledged:

Company Name: _____

Consair Controls Inc

Address: _____

190 Woodcrest Dr Highland

Phone Number: *618 651-8322*

Fax Number: *618 654-4403*

E-mail: *alan.t@consaircontrols.com*

Authorized Representative Signature: _____

Date: *Sept 28, 2012*

Authorized Representative Printed Name: _____

Alan Thuermer



Bond Number BD131239

BID BOND

KNOW ALL BY THESE PRESENTS, that we, CORSAIR CONTROLS INC of 190 WOODCREST DR HIGHLAND, IL 62249 (hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto BOONE COUNTY MISSOURI 613 E ASH ST RM 110, COLUMBIA MO 65201 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for INTERCOM UPGRADE


NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 10th day of September, 2012

[Signature]
Witness

[Signature]
CORSAIR CONTROLS INC Principal
President
Title

Amanda Lamp
Amanda Lamp Witness

AUTO-OWNERS INSURANCE COMPANY
[Signature]
Jim House Attorney-in-Fact




Bond Number BD131239

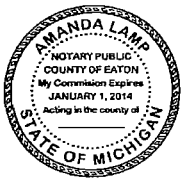
ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 10th day of September, 2012, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of AUTO-OWNERS INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Amanda Lamp

Amanda Lamp
Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires January 1st, 2014
Acting in the County of Eaton

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD131239

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

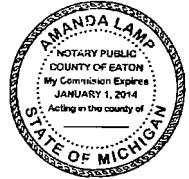
its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 3rd day of January, 2012

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 3rd day of January, 2012 before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2014

Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 3rd day of January, 2012



Stuart R. Birn, First Vice President, Secretary and General Counsel

*This power of attorney is attached to bond number BD131239, issued to CORSAIR CONTROLS INC on September 10th, 2012.



Corsair Controls, Inc.
190 Woodcrest Drive
Highland, Illinois 62249
Phone (618) 654-8322
Fax (618) 654-4403

Corsair Controls, Inc.

September 27, 2012

Boone County Commissioners
Columbia, Missouri

Re: Proposal for Boone County Jail - RFP#47-02Oct12

Thank you for considering Corsair Controls' proposal for the intercom system at Boone County Jail. We are providing a prime contractor bid for the electronic equipment, programming, development, installation and set up of an integrated intercom system as described in the base bid in section 17005 of the proposal. We will also be offering two alternate bids, as requested in the RFP.

BASE PROJECT DESCRIPTION:

Corsair shall provide professional services and equipment to update the Security Intercom System at the jail. The proposed system will interface with the existing Control System and provide the jail staff with the functionality described in the RFP. We have created a functional demonstration that allows intercom calls to be made from the CorsairHMI security touch monitors and connect to several stations connected on additional master stations. In addition, the vital functionality of putting a "call-in on hold" (a requirement of the job) has been tested for multiple intercom stations and satisfactorily demonstrated to County Staff. The base bid utilizes the equipment identified in the specifications of the intercom system without substitution. Corsair shall:

1. Provide the intercom equipment identified in the specifications and design a functional security intercom for Boone County Jail.
2. Meet all County Bidding requirements, unless specifically revised in this document.
3. Provide and install the three custom intercom enclosures. We have designed the enclosures to fit into the available space in each of the equipment rooms. The enclosures will be shipped with the back panel installed and termination blocks ready for wire termination. The intercom hardware will be installed by Corsair when the termination work is complete by the installation contractor.
4. Reuse the existing wiring and field devices to minimize cost. A pretest will be performed to identify failed devices prior to installation of the new equipment.
5. Provide a license upgrade of their current CorsairHMI program that includes the protocol to communicate to the Telecor Intercom system.
6. Provide an opportunity to the Owner to witness test the system prior to delivery to the job site. This witness test will be for the intercom system and fire alarm systems.
7. Provide the programming of five (5) Telecor intercom master controllers to allow full communication to the other buildings for a fully integrated system.
8. Revise programming of the CorsairHMI development to add the functionality to operate the intercom from the touchscreen system. These changes will be made in all four (4) building control rooms.
9. Provide four (4) new control system computers and monitors. The computers will be fan-less industrial computers and 22" touchscreen monitors. Corsair will provide installation and setup.

10. Provide Uninterruptable Power Supplies for each of the new intercom masters and for the new industrial computers.
11. Provide the Ethernet switches and serial converters required.
12. Provide the fiber patch cables to connect to the existing fiber optic patch panel.
13. Document changes made to the HMI in both hard and electronic versions.
14. Test the new intercom integration to the satisfaction of the customer.
15. Warrant the work for one year after Customer acceptance.
16. Provide the required training on a Customer-designated training day.
17. Provide insurance and Performance bonding as shown in contract documents.

BID CLARIFICATIONS:

1. We acknowledge receipt of Addendum #1 issued September 7, 2012 and Addendum #2 issued September 26, 2012. Their revisions are included in our proposal.
2. Item 3.8 (pg 9) in the bid document requires delivery 30 days from receipt of purchase order unless indicated otherwise. The Suppliers have quoted eight to ten weeks from the date of the Corsair purchase order. The installation will begin as soon as equipment arrives.
3. Item 4.22 (page 15) The manufacturer of the intercom equipment is a Canadian Company. We have identified only one other manufacturer that can communicate to the control system, but it is a Canadian Company. We have not identified a domestic company that will operate with the current control system to date.

Alternate #1: Provide optional Five-Year Service Agreements

Corsair shall provide labor services to the Owner for a period of five years.

1. Provide an annual service inspection to review the operation and make minor adjustments if necessary.
2. Provide emergency maintenance service. Response to a service call will be within 24 hours of notification.
3. The maintenance agreement covers labor only. No materials are included in the five year agreement. Most materials are locally stocked but a few parts will require shipment from the manufacturer.

Alternate #2A: Provide New Fire Alarm System with separate LCD Touch screen and secondary Annunciation on the CorsairHMI system

Corsair shall provide a new centralized Fire Alarm System with all new detectors, annunciators and control panel. The existing system wiring shall be re-used to minimized installation expense. In addition, Corsair shall revise the CorsairHMI system to communicate to the Fire Alarm Panel and provide secondary annunciation of all fire/smoke alarms. The graphic interface screens will show the locations of all the sensors in the facility. This will indicate to the control room officer the location of an alarm as a secondary annunciation to the fire alarm system. All hardware, installation, setup, testing and training will be provided.

Alternate #2B: Provide New Fire Alarm System with separate Soft Touch Button and secondary Annunciation on the CorsairHMI system

Corsair shall provide a new centralized Fire Alarm System with all new detectors, annunciators and control panel. The existing system wiring shall be re-used to minimized installation expense. In addition, Corsair shall revise the CorsairHMI system to communicate to

the Fire Alarm Panel and provide secondary annunciation of all fire/smoke alarms. The graphic interface screens will show the locations of all the sensors in the facility. This will indicate to the control room officer the location of an alarm as a secondary annunciation to the fire alarm system. All hardware, installation, setup, testing and training will be provided.

INSTALLATION PLAN

General requirements:

1. Provide installation of the three (3) intercom enclosures. One enclosure in each, Building A, B and C. Bldg D intercom head end equipment is located in the Bldg A enclosure.

Building A specific requirements:

1. Identify, label, disconnect and re-terminate: two (2) paging speaker zones, twenty two (22) intercom stations and twelve (12) threshold speaker stations. Paging speaker zones and threshold speakers are two-wire devices, the intercom stations are 4-wire devices (with two, one-pair cables).
2. Relocate power from existing intercom equipment to power terminals in the new enclosure for power distribution.
3. Replace existing Dukane desk station cabling with one run of Belden 9873.
4. Install one new run of Belden 9873 to the new additional Master Station by the Booking window, approximately 15 feet from the intercom head end equipment room in building A. Contractor to provide cable.
5. Install 1" conduit pathway between PLC enclosure and IC enclosure for Ethernet communications cable.
6. Install one Belden 8723, two-pair shielded cable, from the intercom enclosure to the computer in Bldg A Control Room. Contractor to provide cable.
7. Install new computer, monitor and uninterruptable power supply at the main control station. Load the new license and updated application on computer.

Building B specific requirements:

1. Identify, label, disconnect and re-terminate: six (6) paging speaker zones, twenty three (23) intercom stations and forty four (44) threshold speaker stations. Paging speaker zones and threshold speaker s are two-wire devices, the intercom stations are 4-wire devices (with two, one-pair cables).
2. Relocate power from existing intercom equipment to power terminals in the new enclosure for power distribution.
3. Replace existing Dukane desk station cabling with one run of Belden 9873. Contractor to provide cable.
4. Install 3/4" conduit pathway between PLC enclosure and IC enclosure for Ethernet communications cable.
5. Install one Belden 8723, two-pair shielded cable, from the intercom enclosure to the computer in Bldg B Control Room. Contractor to provide cable.
6. Install new computer, monitor and uninterruptable power supply at the main control station. Load the new license and updated application on computer.

Building C specific requirements:

1. Identify, label, disconnect and re-terminate: eight (8) paging speaker zones, twenty three (23) intercom stations and forty (40) threshold speaker stations. Paging

speaker zones and threshold speaker are two-wire devices, the intercom are 4-wire devices (with two, one-pair cables).

2. Relocate power from existing intercom equipment to power terminals in the new enclosure for power distribution.
3. Replace existing Dukane desk station cabling with one run of Belden 9873.
4. Install 3/4" conduit pathway between PLC enclosure and IC enclosure for Ethernet communications cable.
5. Install one Belden 8723, two-pair shielded cable, from the intercom enclosure to the computer in Bldg C Control Room.
6. Install new computer, monitor and uninterruptable power supply at the main control station. Load the new license and updated application on computer. Loa

Building D specific requirements:

1. Locate the head end equipment in the new intercom enclosure in Building A.
2. Identify, label, disconnect and re-terminate: six (6) paging speaker zones, nine (9) intercom stations and Five (5) threshold speaker stations. Paging speaker zones and threshold speaker are two-wire devices; the intercoms are 4-wire devices (with two, one-pair cables).
3. Replace existing Dukane desk station cabling with one run of Belden 9873.
4. Install one Belden 8723, two-pair shielded cable, from the intercom enclosure to the computer in Bldg C Control Room.
5. Install new computer, monitor and uninterruptable power supply at the main control station. Load the new license and updated application on computer

QUOTATIONS:

Base Bid

The total cost of the Base Bid is **\$184,835.00.**

Alternate Bid #1

The total cost for Alternate #1, if both the new Intercom System and new Fire Alarm System (Alternate #2) are accepted, will be **\$16,854.00.**

However, since Alternate #2 may not be accepted by the County, we have broken the Alternate #1 bid into its two components; a five-year Intercom Service bid and a five-year Fire Alarm Service bid. The base Intercom Service Bid for the five-year service contract is **\$13,802.00.**

If Alternate #2 is accepted, the five-year service contract for the new Fire Alarms will be **\$3,052.00.**

Alternate Bid #2A

The total cost for Alternate #2A (with LCD Touch Screen) is **\$58,435.00.**

Alternate Bid #2B

The total cost for Alternate #2A (with Soft Touch Button) is **\$43,575.00.**

Unit Pricing (Material and Installation)

- | | |
|--|------------------------|
| a) Ceiling mounted smoke detector in detention areas..... | <u>\$200.00</u> |
| b) Fixed temperature detector | <u>\$150.00</u> |
| c) Ceiling mounted smoke detector in non-detention areas | <u>\$150.00</u> |

d) Duct mounted smoke detector	<u>\$450.00</u>
e) Pull Station	<u>\$125.00</u>
f) Horn/Strobe	<u>\$75.00</u>

Thank you for the opportunity to quote this important project. If you have any questions we will be glad to answer them at any time.

Sincerely,

Alan Thuenemann

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

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

November 19, 2012

Corsair Controls, Inc.
Attn: Alan Thuenemann, President
190 Woodcrest Drive
Highland, IL 62249

E-mail: alant@corsaircontrols.com

RE: Clarification / Best & Final Offer #1 to 47-02OCT12 – *Networked Fire Alarm Detection and Notification System for the Boone County Jail*

Dear Mr. Thuenemann:

In accordance with section 5.1.2. of RFP number 47-02OCT12 – *Networked Fire Alarm Detection and Notification System for the Boone County Jail*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with Wireless USA.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request may be your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

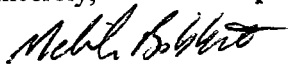
You are requested to respond to this BAFO by 4:00 p.m. Tuesday, November 27, 2012 by U.S. mail or e-mail to mbobbitt@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process.

Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 47-02OCT12 – *Networked Fire Alarm Detection and Notification System for the Boone County Jail*

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents.

Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **4:00 p.m. Tuesday, November 27, 2012** by U.S. mail or E-mail.

I. CLARIFICATION – please provide a response to the following requests.

- 1) The attached revised Response /Pricing Page #2 changes the maintenance from a pre-paid five year maintenance service contract to five (5) optional maintenance renewals following the expiration of the warranty period. Please complete the attached Response / Pricing Page #2.

6. Revised Response/Pricing Page #2

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

6.1. Pricing

Unit Price

6.1.1. **Intercom Project Total** \$ _____
Includes one (1) year labor/material warranty

6.1.2. Alternate Number 1:

6.1.2.1. Maintenance Service Contract for Intercom \$ _____
First year is pro-rated. Begins one year following installation on or about April 1, 2014 through December 31, 2014

6.1.2.2. Maintenance Service Contract for Fire Alarm \$ _____
First year is pro-rated. Begins one year following installation on or about April 1, 2014 through December 31, 2014

The resulting agreement for maintenance may be extended beyond the expiration date of December 31, 2014 by order of the County for up to **four (4) additional one-year periods** and pricing shall remain firm at price quoted above. Maintenance following the

first maintenance period will automatically renew each year on January 1 for same pricing until the County gives a 30 day termination notice.

6.1.3. **Alternate Number 2A:** Fire Alarm Annunciation with LCD Touch Screen \$ _____
Includes one (1) year labor/material warranty

6.1.4. **Alternate Number 2B:** Fire Alarm Annunciation with Soft Touch Button \$ _____
Includes one (1) year labor/material warranty

6.1.5. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed (**completion date must be by April 1, 2013**).

6.1.6. List all Sub-Contractors that will be utilized on this project:

6.1.7. Describe warranty on equipment and labor:

6.1.8. List any deviations to the original specifications:

6.1.9. Training shall be provided to Boone County staff within _____ days of installation.

6.1.10. State date that pricing is firm through for the equipment proposed in your proposal response: _____.

6.1.11. 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

6.1.12. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

6.1.13. **Identification of Bidders/Offerors:**

How were you notified or heard about this bid/proposal?

_____ newspaper advertisement

_____ Boone County Electronic Bid Notification

_____ other, please list: _____

MALICOAT-WINSLOW ENGINEERS, P.C.
MECHANICAL AND ELECTRICAL ENGINEERS

5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E.
email: fredm@mwengrs.com

Phone: 573-875-1300
Fax: 573-875-1305

Addendum #2

September 26, 2012

Re: Boone County Jail Intercom System
Job: 12142

1. The attached is a list of fire alarm devices to be used by the contractors in pricing Alternates #2A and #2B. Unit prices have been included on the proposal form to cover devices that may not be listed.
2. Change the RFP opening location from the Boone County Commission Chambers to:

Boone County Annex
Conference Room
613 E. Ash St.
Columbia, MO 65201

3. New proposal form attached.

Fred Malicoat



9-26-12



BOONE COUNTY, MISSOURI

Request for Bid #: 47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail

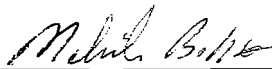
ADDENDUM #2 - Issued September 26, 2012

This addendum is issued in accordance with the Introduction and General Information section of the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response/Pricing Page*.

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

1. The fire alarm can be an "or equal." The system (prior to award) needs to be demonstrated to the "owner" that it meets all requirements and that the intercom & fire alarm are compatible.
2. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page*.

By:



Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal **47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



6. Revised Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for summarized pricing. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out as Alternate #1, warranty and any other costs.

6.1. **Pricing**

Base Bid

- | | |
|--|----------|
| 6.1.1. Project Total
Includes 1 year labor/material warranty | \$ _____ |
| 6.1.2. Alternate Number 1: Service Contract (5 year)
Includes labor only, material is charged at GSA contract pricing. | \$ _____ |
| 6.1.3. Alternate Number 2A: Fire Alarm Annunciation with LCD Touch Screen | \$ _____ |
| 6.1.4. Alternate Number 2B: Fire Alarm Annunciation with Soft Touch Button | \$ _____ |
| 6.1.5. Unit Pricing: Material and installation of the following: | |
| a. Ceiling mounted smoke detector in detention areas | \$ _____ |
| b. Fixed temperature detector | \$ _____ |
| c. Ceiling mounted smoke detector in non-detention areas | \$ _____ |
| d. Duct mounted smoke detectors | \$ _____ |
| e. Pull Station | \$ _____ |
| f. Horn/Strobe | \$ _____ |

6.1.6. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed (completion date must be by April 1, 2013).

6.1.7. List all Sub-Contractors that will be utilized on this project:

6.1.8. Describe warranty on equipment and labor:

6.1.9. List any deviations to the original specifications:

6.1.10. Training shall be provided to Boone County staff within _____ days of installation.

6.1.11. State date that pricing is firm through for the equipment proposed in your proposal response:

_____.

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

6.1.13. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:
Organization:
Address:
E-mail:
Phone Number:
Fax:

6.1.14. **Identification of Bidders/Offerors:**

How were you notified or heard about this bid/proposal?

- _____ newspaper advertisement
_____ Boone County Electronic Bid Notification
_____ other, please list: _____

SimplexGrinnell

FIRE ALARM INSPECTION REPORT

December 2011 Inspection

PREPARED FOR

**Bob Davidson
Boone County Jail
2121 County Drive
Columbia, MO 65202
(573) 886-4400**

12/30/2011

PRELIMINARY REPORT

SimplexGrinnell

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

PAGE 1

**Bob Davidson
Boone County Jail
2121 County Drive
Columbia, MO 65202**

**This is the Preliminary Report for the Inspection begun on December 27, 2011,
and completed on December 30, 2011.
A Final Report will be forwarded to you within the next seven business days.**

Prior to testing, the Fire Alarm Control Panel was showing the following troubles:

**Power Supply Trouble
Mapnet Cards 2, 3 and 4 Trouble
Smoke Detector B143 Holding Cell (M3-7) No Answer
Smoke Detector Pod C Cell 141 (M2-11) No Answer
Smoke Detector Pod C Cell 108 (M2-30) Open Circuit Trouble
Smoke Detector Pod C Cell 125 (M2-23) No Answer
Smoke Detector Pod C Cell 218 (M2-60) No Answer
Smoke Detector Pod A Cell 075 (M2-6) No Answer
Duct Detector Pod D Mechanical Room (M1-36) Excessively Dirty**

During testing both Mapnet Cards 3 and 4 failed and FACP had to be cold started in order for cards to come back up.

All smoke detectors should be quoted with replacing both base and detector 4098-9714 and 4098-9792

The following smoke detectors failed to alarm when tested:

**Pod C Cell 141 (M2-11)
Pod C Cell 138 (M2-14)
Pod C Cell 133 (M2-15)
Pod C Cell 132 (M2-16)
Pod C Cell 125 (M2-23)
Pod C Cell 219 (M2-59)
Pod C Cell 218 (M2-60)
Pod B Cell 143 (M3-7)
Pod B Cell 129 (M3-26)**

**Pod A Cell 087 Ad Seg (M1-13) Device is Missing (Ripped from ceiling base and detector)
Pod C Cell 108 (M2-30) Base Broken needs to be replaced
Pod A Cell 075 (M1-6) Device alarmed when tested, but has toilet paper blocking chamber.**

The following smoke detectors alarmed when tested but failed sensitivity test:

**Pod B Cell 210 (M3-73)
Pod B Cell 218 (M3-65)**

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

PAGE 2

Boone County Jail

Pod B Cell 225 (M3-60)
Pod B Cell 234 (M3-53)
Pod B Cell 121 (M3-33)
Pod B Cell 122 (M3-32)

The following duct detector in Pod D Mechanical Room was in alarm upon arrival and would not reset, even after being cleaned. Detector appeared to have mold growing in them.

(M1-86)

After being tested the following duct detectors alarmed and would not reset or clear.

(M1-87) and (M1-88)

These duct detectors were left in a disabled condition.

Smoke detector (M2-20) alarmed when tested but has broken housing and should be replaced.

During testing both Magnet Cards 3 and 4 failed and FACP had to be cold started in order for cards to come back up.

Smoke detector (M1-34) alarmed when tested but has food on detector.

Smoke detector (M3-70) alarmed when tested but had toothpaste on detector.

Smoke detector (M3-34) alarmed when tested but is covered with toothpaste and toilet paper.

Smoke detector (M3-22) alarmed when tested but has cracked housing and appears to have been hit.

Smoke detector (M2-20) in Pod C Cell 135 has broken housing and should be replaced.

Smoke detector (M3-67) has toothpaste covering the LED and gives no indication of an alarm condition.

Smoke detector (M1-13) alarmed when tested but has toilet paper stuck in the vents of the detector.

Smoke detector (M2-74) and (M2-73) alarmed when tested, but have toothpaste stuck in them.

Smoke detector in Pod A Cell 077 (M1-7) was alarmed tested only.

Smoke detectors in A and B pod that were dirty were cleaned with the exception of devices that were behind cages and could not be cleaned properly due to vandalism.

Fire Alarm Control Panel local piezo has been disabled.

Duct detector in 117 high above the boiler by the insulated piping (M1-56) only has screws holding cover in place on one side. Screw holes on far side are broken and stripped.

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

PAGE 3

Boone County Jail

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

PAGE 4

SITE: Boone County Jail

INSPECTION DEFICIENCIES SUMMARY

THE FOLLOWING DEFICIENCIES WERE NOTED DURING THIS INSPECTION

I. Deficiencies Covered by Your Service Agreement - Corrected by Inspection Team

None

II. Deficiencies Covered by Your Service Agreement - Service Call Required

None

III. Deficiencies Not Covered by Your Service Agreement

None

IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility

1	Annunciator	Failed
1	Control Panel-Multiplex	Failed
3	Duct Smoke Detector	Failed
15	Ionization Smoke Detector	Failed
7	Photo Smoke Detector	Failed

Customer Acknowledges responsibility for
deficiencies listed above

Customer

Date

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

PAGE 5

SITE: Boone County Jail

INSPECTION DEFICIENCIES

I. Deficiencies Covered by Your Service Agreement - Corrected by Inspection Team

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
None								

II. Deficiencies Covered by Your Service Agreement - Service Call Required

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
None								

III. Deficiencies Not Covered by Your Service Agreement

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
None								

IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
CPMX	Boone County Jail	A1	POD 'A' 072 CONTROL ROOM				Tested	Failed
				Expired Manufacturers Date Code				
ISD	Boone County Jail	A1	POD 'A' 075 CELL			M1-6	Tested	Failed
				See Report Comments				
ISD	Boone County Jail	A1	POD 'A' 087 ADMIN. SEGR.			M1-13	Tested	Failed
				See Report Comments				
PSD	Boone County Jail	B1	POD 'B' 121 CELL			M3-33	Tested	Failed
				Failed Sensitivity Test				
PSD	Boone County Jail	B1	POD 'B' 122 CELL			M3-32	Tested	Failed
				Failed Sensitivity Test				
ISD	Boone County Jail	B1	POD 'B' 129 CELL			M3-26	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	B1	POD 'B' 143 CELL			M3-7	Tested	Failed
				No alarm when tested				
PSD	Boone County Jail	B2	POD 'B' 210 CELL			M3-73	Tested	Failed
				Failed Sensitivity Test				

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

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SITE: Boone County Jail

INSPECTION DEFICIENCIES

IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
ISD	Boone County Jail	B2	POD 'B' 218 CELL			M3-65	Tested	Failed
				Failed Sensitivity Test				
PSD	Boone County Jail	B2	POD 'B' 225 CELL			M3-60	Tested	Failed
				Failed Sensitivity Test				
PSD	Boone County Jail	B2	POD 'B' 234 CELL			M3-53	Tested	Failed
				Failed Sensitivity Test				
ANNC	Boone County Jail	C	ROOM 136				Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 108			M2-30	Tested	Failed
				Broken Housing				
ISD	Boone County Jail	C1	POD 'C' CELL 115			M2-28	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 125			M2-23	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 132			M2-16	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 133			M2-15	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 135			M2-20	Tested	Failed
				Broken Housing				
ISD	Boone County Jail	C1	POD 'C' CELL 138			M2-14	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 141			M2-11	Tested	Failed
				No alarm when tested				
PSD	Boone County Jail	C2	POD 'C' CELL 204			M2-73	Tested	Failed
				See Report Comments				
PSD	Boone County Jail	C2	POD 'C' CELL 205			M2-74	Tested	Failed
				See Report Comments				
ISD	Boone County Jail	C2	POD 'C' CELL 218			M2-60	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C2	POD 'C' CELL 219			M2-59	Tested	Failed
				No alarm when tested				

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

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SITE: Boone County Jail

INSPECTION DEFICIENCIES

IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility

<u>Dev</u> <u>Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust</u> <u>Zone</u>	<u>Cust</u> <u>Dev#</u>	<u>Address/</u> <u>Zone No.</u>	<u>Service</u> <u>Performed</u>	<u>Test</u> <u>Result</u>
DSD	Boone County Jail	D1	POD 'D' MECHANICAL ROOM			M1-87	Tested	Failed
				Needs replacement				
DSD	Boone County Jail	D1	POD 'D' MECHANICAL ROOM			M1-86	Tested	Failed
				Needs replacement				
DSD	Boone County Jail	D1	POD 'D' MECHANICAL ROOM			M1-88	Tested	Failed
				Needs replacement				

**SimplexGrinnell
FIRE ALARM INSPECTION REPORT**

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SITE: Boone County Jail

_____	_____
Customer	Date
_____	_____
Robert Shuler	Date
_____	_____
Mike Macker	Date

IF YOU HAVE ANY QUESTIONS REGARDING THIS REPORT, PLEASE CONTACT

Jim Bazzell Branch Service Manager

**Phone: (314) 739-4014
Address: 3787 Rider Trail South
Earth City, MO 63045**

00435399.A12



BOONE COUNTY, MISSOURI



9-7-12

Request for Bid #: 47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail

ADDENDUM #1 - Issued September 7, 2012

This addendum is issued in accordance with the Introduction and General Information section of the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response/Pricing Page*.

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

1. The fire alarm can be an "or equal." The system (prior to award) needs to be demonstrated to the "owner" that it meets all requirements and that the intercom & fire alarm are compatible.
2. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page*.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal 47-02OCT12 - Networked Fire Alarm Detection and Notification System for the Boone County Jail, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



6. Revised Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

6.1. **Pricing**

Unit Price

6.1.1. **Project Total** \$ _____

6.1.2. **Full Service Maintenance:** Offeror's proposal response shall provide maintenance of systems and equipment per paragraph 1.5 – Maintenance Service (page 48). Please provide maintenance pricing:

Date of installation through December 31, 2013 \$ _____

6.1.3. **Alternate Number 1:** Maintenance Service Contract (5 year) \$ _____

6.1.4. **Alternate Number 2A:** Fire Alarm Annunciation with LCD Touch Screen \$ _____

6.1.5. **Alternate Number 2B:** Fire Alarm Annunciation with Soft Touch Button \$ _____

6.1.6. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed (completion date must be by April 1, 2013).

6.1.7. List all Sub-Contractors that will be utilized on this project:

6.1.8. Describe warranty on equipment and labor:

6.1.9. List any deviations to the original specifications:

6.1.10. Training shall be provided to Boone County staff within _____ days of installation.

6.1.11. State date that pricing is firm through for the equipment proposed in your proposal response:
_____.

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

6.1.13. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

- Name:**
- Organization:**
- Address:**
- E-mail:**
- Phone Number:**
- Fax:**

6.1.14. **Identification of Bidders/Offerors:**
How were you notified or heard about this bid/proposal?

- _____ newspaper advertisement
- _____ Boone County Electronic Bid Notification
- _____ other, please list: _____

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
NETWORKED FIRE ALARM DETECTION AND NOTIFICATION SYSTEM FOR
THE BOONE COUNTY JAIL**

RFP #47-02OCT12

Release Date: September 4, 2012

Submittal Deadline:

October 2, 2012

not later than 9:15 a.m. Central Time

Location: Boone County Purchasing

613 E. Ash Street, Room 110

Columbia, MO 65201

MANDATORY PRE-PROPOSAL CONFERENCE

Thursday, September 13, 2012

10:00 a.m. Central Time

Location: Boone County Sheriff Department

2121 County Drive

Columbia, MO 65202

**Scope of Work Prepared by:
Malicoat – Winslow Engineers, P.C.**

Freddie Malicoat, P.E.

5649 N. Clearview Road

Columbia, Missouri 65202

Phone: (573) 875-1300

Fax: (573) 875-1305



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

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 47-02OCT12 – Networked Fire Alarm Detection and Notification System for the Boone County Jail

Sealed proposals will be accepted until **9:15 a.m. on Tuesday, October 2, 2012** in the Boone County Purchasing Office, Room 110, 613 E. Ash Street, Columbia, MO 65201.

A **mandatory** pre-proposal conference has been scheduled for Thursday, September 13, 2012, at 10:00 A.M. at the Boone County Sheriff Department, Conference Room, 2121 County Drive, Columbia, Missouri 65202.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org or can be obtained on our web page: <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Tuesday, September 4, 2012
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 9:15 A.M., Central Time, on Tuesday, October 2, 2012** to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
613 E. Ash Street, Room 110
Columbia, Missouri 65201

- b) The County will not accept any proposals received after 9:15 A.M. and will return such late proposals to the Offeror.
- c) **Proposal Opening:** Proposals will be opened during a Boone County Commission meeting on October 2, 2012 after 9:30 a.m. in the Boone County Government Building, Commission Chambers, 801 E. Walnut, Columbia, MO.
- d) The County will not accept any proposals received after 9:15 A.M. and will return such late proposals to the Offeror.
- e) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- f) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- g) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- h) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for **47-02OCT12 – Networked Fire Alarm Detection and Notification System for the Boone County Jail** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Contract Terms and Conditions for Awarded Contractor
 - 5) Proposal Submission Information
 - 6) Response/Pricing Page
 - 7) Signature and Identity of Offeror
 - 8) Work Authorization Certification
 - 9) Debarment Certification
 - 10) Standard Terms and Conditions
 - 11) Prior Experience
 - 12) Statement of Offeror's Qualifications
 - 13) Boone County Jail Fire Alarm Specification
 - 14) Boone County Jail Security Intercom System Specification
 - 15) Annual Wage Order #19
 - 16) Affidavit Compliance with the Prevailing Wage Law
 - 17) Affidavit of Compliance with OSHA
 - 18) "No Bid" Response Form

2.2. Guideline for Written Questions:

- 2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **1:00 p.m., September 26, 2012**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Melinda Bobbitt, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.3. Mandatory Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a **mandatory** pre-proposal conference has been scheduled for **Thursday, September 13, 2012, at 10:00 a.m.** in the Sheriff Department Conference Room 2121 County Drive, Columbia, Missouri 65202. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the proposal.
- 2.3.2. Please note this is a **mandatory** pre-proposal conference. Proposal responses will only be accepted by the County from Offerors that attend the pre-proposal conference. Proposal responses will be considered non-responsive from any Offeror that does not attend the mandatory pre-proposal conference. Offerors **MUST** attend since information relating to this RFP and specific requirements for working on this project will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

2.4. Bonds:

2.4.1. Performance Bond and Labor and Material Payment Bond: Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

2.4.2. Bid Bond: A Bid Bond or Certified Check made payable to Boone County, in the amount of 5% of the Base Bid(s) shall accompany the proposal response as a guarantee that the Offeror, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Offeror shall excuse the Offeror or entitle the Offeror to a return of the deposit or Bid Bond.

2.5. Owner's Tax Exemption Status

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax

exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

2.6. Insurance Requirements: The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

2.6.1. 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.

2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

2.6.4. **COMMERCIAL Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.6.5. **BUILDER'S RISK** - The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract.

2.6.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract,

contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

2.8. Criminal Background Verification - Boone County requires all employees of all Contractors be subjected to a Criminal Background Check. The Background Check for all Contractors' employees will be administered by Boone County. Each Contractor **MUST fill out Identification Application for each employee.** An identification badge will be issued to each Contractor employee authorized to access the site of the work.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors to provide the furnishing, delivery, installation, set-up, testing, training and maintenance for a **Networked Fire Alarm Detection and Notification System for the Boone County Jail** located in Columbia, Missouri.

3.2. Background Information:

3.2.1. This will replace the Boone County Jail intercom system currently in place.

3.2.3. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>

3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. Scope of Services: Provided by Malicoat – Winslow Engineers, P.C. See attached Boone County Jail Fire Alarm Specification (pages 32 – 46) and Boone County Jail Security Intercom System Specification (pages 47 – 66).

3.4. Or Equal: Offeror shall propose acceptable model or an approved equal for any proposed equipment. Determination of equality is solely Boone County's responsibility. For additional information about bidding "or equal", see Boone County Jail Security Intercom System Specification, 1.1 Summary, paragraph B (page 47).

3.5. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

3.6. Warranty and Guarantee: Offeror shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract. At a minimum, Offeror agrees to the following:

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

3.7. Manuals: The Contractor must supply the user documentation/operating manuals necessary to operate the equipment/software provided.

3.8. Delivery and Installation: Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an installation and training schedule shall be stated on the Response Page. Delivery date should be within thirty days from date of purchase order unless stated otherwise.

Note: Contractor shall not ship or install equipment without a properly executed purchase order.

3.9. Delivery Terms: FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

3.10. Completion Date and Liquidated Damages: The Offeror hereby agrees to complete the work described herein and specified before the completion date of **April 1, 2013**, and to allow a deduction of \$250.00 dollars per working day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date. Time is of the essence of this contract.

3.11. Billing and Payment: All invoices must be submitted to the Boone County Facilities Maintenance Department, 613 E. Ash Street, Room 107, Columbia, MO 65201. Payment will be made within 30 days after receipt of a correct and valid invoice following installation and acceptance of equipment. Purchase Order number should appear on invoice.

3.12. Prevailing Wage: PREVAILING WAGE RATES – The 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 workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. 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.

Current prevailing wage order #19 is to be used. 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. The current prevailing wage is available on our website at www.showmeboone.com/purchasing.

3.13. OSHA: Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

3.13.1. OSHA PROGRAM REQUIREMENTS

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

3.13.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.

3.13.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

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

3.15. SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized 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.

3.16. Subcontractors, Suppliers and Others

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.



4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR

4.1. Contract Period: The initial term of the resulting contract agreement for the proposed **equipment/software** from this Request for Proposal will begin at the time of contract award and end on the date supplied by the Offeror for firm pricing for equipment (on Response/Pricing Page). **The maintenance** portion of the Contract Agreement should be from equipment installation through **December 31, 2013**. The maintenance agreement may be renewed by the Purchasing Director for up to an **additional five (5) one-year periods**. Maintenance prices are subject to adjustment thereafter per pricing proposed on Response Page, effective on the renewal date, and must remain firm through the end of the renewal period.

4.2. Contract Documents: The successful Offeror 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 Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

4.3. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.3.1. Due to a material breach of any term or condition of this agreement.

4.3.2. If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.

4.3.3. If appropriations are not made available and budgeted for in any calendar year.

4.3.4. Boone County 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 County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

4.6. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

4.7. Contractor agrees to furnish equipment and service, and to perform the delivery of equipment and service within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

4.8. Contractor proposes and agrees to accept, as full compensation for furnished service, the price submitted in response to the RFP document or subsequent Best and Final Offer(s). All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within the quoted price. The County shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

4.9. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

4.10. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.

4.11. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.

4.12. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.

4.13. Payments: The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 45 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

4.14. Extra and/or Additional Work and Changes: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

4.15. County's Right to Withhold Certain Amounts and Make Application Thereof: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

4.16. Patents: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

4.17. Discharge of Employees: Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

4.18. Assignment of Contract: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

4.19. Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

4.20. Legal Requirements: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

4.21. Equal Opportunity: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

4.22. Domestic Purchasing Policy: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies**.

- a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

- b. The proposal responses must be delivered no later than **9:15 a.m. on October 2, 2012**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below and in section 5.1.4.

- a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.
- c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

Offerors and their agents who have questions regarding this matter should contact the buyer of record.

5.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.3. Evaluation and Award Process:

5.1.3.1. Boone County will select an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance:** available features; ease of use; warranty offered; suitability of purpose; quality; maintenance service proposed; timeliness of delivery and installation if applicable; or any other criteria identified by County.

b. **Experience/Expertise:**

c. **Cost:** equipment may be evaluated based on life cycle costs (such as energy consumption); maintenance costs; actual costs for equipment and/or software if applicable.

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

5.1.4. Evaluation:

- 5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.1.4.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):
 - a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question may possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

5.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.1.6. Validity of Proposal Response:

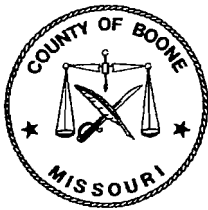
Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

5.1.7. Bidding Indemnification

By submitting a Proposal Response, each Offeror agrees to waive any claim it has or may have against the Owner, the Architect/Engineer and Project Manager and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any proposal award

5.1.8. Proposal Response Expense

Any expense or costs incurred by the Offeror in the preparation of and response to the Proposal Documents will be at the sole cost and expense of the Offeror.



6. Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

6.1. **Pricing**

Unit Price

6.1.1. **Project Total** \$ _____

6.1.2. **Full Service Maintenance:** Offeror's proposal response shall provide maintenance of systems and equipment per paragraph 1.5 – Maintenance Service (page 48). Please provide maintenance pricing:

Date of installation through December 31, 2013 \$ _____

6.1.3. Alternate Number 1: Maintenance Service Contract (5 year) \$ _____

6.1.4. Alternate Number 2: Fire Alarm Annunciation \$ _____

6.1.5. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed (completion date must be by April 1, 2013).

6.1.6. List all Sub-Contractors that will be utilized on this project:

6.1.7. Describe warranty on equipment and labor:

6.1.8. List any deviations to the original specifications:

6.1.9. Training shall be provided to Boone County staff within _____ days of installation.

6.1.10. State date that pricing is firm through for the equipment proposed in your proposal response:

6.1.11. 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

6.1.12. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:
Organization:
Address:
E-mail:
Phone Number:
Fax:

6.1.13. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

- _____ newspaper advertisement
_____ Boone County Electronic Bid Notification
_____ other, please list: _____

SIGNATURE AND IDENTITY OF OFFEROR

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of _____

Dated _____, 20____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the ***E-Verify Memorandum of Understanding Confirmation Page that you received after enrolling***. The link for that form is: <http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS

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

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

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):

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

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

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. General type of product sold and manufactured:

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

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

5. List banking references:

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____

No _____

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

BOONE COUNTY JAIL FIRE ALARM SPECIFICATION

SECTION 13850 (28 31 00)

NETWORKED FIRE ALARM SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Expandable emergency evacuation fire alarm system.

1.2 RELATED SECTIONS

- A. Section 13800 – Building Automation and Control.
- B. Section 13900 (21 00 00) – Fire Suppression.
- C. Section (27 15 00) – (Communications Horizontal Cabling).

1.3 REFERENCES

- A. Electrical Industries Association (EIA):
 - 1. EIA-232-D – Interface Between Data Terminal Equipment and Data Circuit-Terminating Equipment Employing Serial Binary Data Interchange
 - 2. EIA-485 –
- B. National Fire Protection Association (NFPA):
 - 1. NFPA 13 – Installation of Sprinkler Systems.
 - 2. NFPA 70 – National Electrical Code (NEC).
 - 3. NFPA 72 – National Fire Alarm Code.
 - 4. NFPA 90A – Standard for the Installation of Air Conditioning and Ventilating Systems.
 - 5. NFPA 101 – Life Safety Code.
 - 6. NFPA 5000 – Building Construction and Safety Code.
- C. Underwriters Laboratories (UL):
 - 1. UL 268 – Standard for Smoke Detectors for Fire Alarm Signaling Systems.
 - 2. UL 864 – Standard for Control Units and Accessories for Fire Alarm Systems.
 - 3. UL 1971 – Standard for Signaling Devices for the Hearing Impaired.

1.4 SYSTEM DESCRIPTION

- A. A new intelligent reporting, Style 6 networked, fully peer-to-peer, microprocessor-controlled fire detection and notification system shall be installed in accordance with the specifications and as indicated on the Drawings.
- B. Each Signaling Line Circuit (SLC) and Notification Appliance Circuit (NAC): Limited to only 80 percent of its total capacity during initial installation.

C. Basic Performance:

1. Network Communications Circuit Serving Network Nodes: Wired using single twisted non-shielded 2-conductor cable or connected using approved fiber optic cable between nodes in Class B configuration.
2. Signaling Line Circuits (SLC) Serving Addressable Devices: Wired Class B.
3. Notification Appliance Circuits (NAC) Serving Strobes and Horns: Wired Class B.
4. Alarm Signals Arriving at Control Panel: Not lost following primary power failure until alarm signal is processed and recorded.
5. Network Node Communications:
 - a. Communicated between panels on single pair of copper wires or fiber optic cables.
 - b. To enhance system survivability, ability to operate on loss of Command Center, short or open of entire riser at Command Center shall be demonstrated at time of system acceptance testing.
 - c. Systems that are not capable of providing true Style 7 riser performance shall not be acceptable.
6. Signaling Line Circuits (SLC):
 - a. Reside in remote panels.
 - b. SLC modules shall operate in peer-to-peer fashion with all other panels in system.
 - c. On loss of Command Center, each remaining panel shall continue to communicate with remainder of system, including all SLC and control functions. Systems that provide a "Degraded" mode of operation upon loss of Command Center or short in riser shall not be acceptable.
7. NAC Circuits: Arranged such that there is a minimum of 1 audible device per fire alarm zone.
8. Notification Appliance Circuits (NAC), and Control Equipment: Arranged such that loss of any 1 NAC circuit will not cause loss of any other NAC circuit in system.
9. NAC Circuits:
 - a. Electrically supervised for open and short circuit conditions.
 - b. If short circuit exists on NAC circuit, it shall not be possible to activate that circuit.

D. Basic System Functional Operation: When fire alarm condition is detected and reported by 1 of the system alarm initiating devices, the following functions shall immediately occur:

1. System Alarm LEDs: Flash.
2. Local Piezo-Electric Signal in Control Panel: Sound at a pulse rate.
3. Touch screen LCD Graphic Annunciator with up to 512 user defined messages to display location of alarm.
4. Historical Log: Record information associated with fire alarm control panel condition, along with time and date of occurrence.
5. System output programs assigned via control-by-event equations to be activated by particular point in alarm shall be executed, and the associated system outputs (alarm notification appliances and/or relays) shall be activated.
6. Strobes flash synchronized continuously.
7. Audible devices sound continuous Temporal pattern until system is reset.

E. Fire Alarm System Functionality:

1. Provide complete, electrically supervised distributed, analog/addressable fire alarm and control system, with analog initiating devices.
2. Fire Alarm System:
 - a. Incorporate E3 Series multiprocessor-based control panels, with Intelligent Loop Interface (ILI-MB-E3), and RPT-E3 repeater modules communicating over peer-to-peer token ring network with capacity of up to 64 nodes.

3. Each ILI-MB-E3 Node: Incorporate 2 Signaling Line Circuits (SLC), with capacity to support up to 159 analog addressable detectors and 159 addressable modules per SLC.
4. All data transmits over single pair of wires or fiber optic cable.
5. Each Network Node: Incorporate Boolean control-by-event programming, including as a minimum AND, OR, NOT, and Timer functions.
6. Control Panels: Capability to accept firmware upgrades via connection with laptop computer, without requirement of replacing microchips.
7. Network:
 - a. Based on peer-to-peer token ring technology operating at 625 K baud, using Style 6 configuration.
 - b. Capability of using twisted-pair wiring, pair of fiber optic cable strands up to 200 microns, or both, to maximize flexibility in system configuration.
8. Each Network Node:
 - a. Capability of being programmed off-line using Windows-based software utilized by fire alarm system manufacturer. Capability of being downloaded by connecting laptop computer into any other node in system. Systems that require system software to be downloaded to each transponder at each transponder location shall not be acceptable.
 - b. Capability of being grouped with any number of additional nodes to produce a "Region", allowing that group of nodes to act as 1, while retaining peer-to-peer functionality. Systems utilizing "Master/Slave" configurations shall not be acceptable.
 - c. Capability of annunciating all events within its "Region" or annunciating all events from entire network, on front panel LCD without additional equipment.
9. Each SLC Network Node: Capability of having integral DACT (digital alarm communicator transmitter) that can report events in either its region, or entire network to single central station monitoring account.
10. Each Control Panel: Capability of storing its entire program, and allow installer to activate only devices that are installed during construction, without further downloading of system.
12. Password Protection: Each system shall be provided with 4 levels of password protection with up to 16 passwords.

1.5 SUBMITTALS

- A. Include sufficient information, clearly presented, to determine compliance with the specifications and the Drawings.
- B. Equipment Submittals:
 1. Cover Page: Indicate the following:
 - a. Project name and address.
 - b. Engineered systems distributor's name and other contact information.
 - c. Installing contractor's name and other contact information.
 - d. Date of equipment submittals. Indicate on revised submittals the original submittal date and revised submittal date.
 2. Table of Contents: Lists each section of equipment submittal.
 3. Scope of Work Narrative: Detail indented scope of work.
 4. Sequence of Operations: Use matrix or written text format, detailing activation of each type of device and associated resulting activation of the following:
 - a. Control panel.
 - b. Annunciator panels.
 - c. Notification appliances.

- d. Building fire safety functions, including elevator recall, elevator power shutdown, door lock release, door holder release, HVAC unit shutdown, smoke evacuation system activation, and stair pressurization fan activation.
 - 5. Bill of Material: Indicate for each component of system the following:
 - a. Quantity.
 - b. Model number.
 - c. Description.
 - 6. SLC Circuit Schedule: Detail address and associated description of each addressable device. Clearly provide information that indicates number of both active and spare addresses.
 - 7. Battery Calculations: Show load of each of, and total of, components of system along with standby and alarm times that calculations are based on. Show calculated spare capacity and size of intended battery.
- C. Shop Drawings:
 - 1. Cover Page: Indicate the following:
 - a. Project name and address.
 - b. Engineered systems distributor's name and other contact information.
 - c. Installing contractor's name and other contact information.
 - d. Date of equipment submittals. Indicate on revised submittals the original submittal date and revised submittal date.
 - 2. Floor Plans:
 - a. Provide separate floor plan for each floor.
 - b. If a floor plan must be split using match lines to fit on the page, provide match lines and match line references that refer to sheet number that shows area on opposite side of match line.
 - c. Prepare using AutoCAD.
 - d. Prepare to scale 1/8 inch = 1'-0", unless otherwise required by the Architect or Engineer.
 - e. Show equipment and device locations.
 - f. Show wiring information in point-to-point format.
 - g. Show conduit routing, if required by the AHJ.
 - 3. Title Block: Provide on each sheet and include, at a minimum, the following:
 - a. Project name.
 - b. Project address.
 - c. Sheet name.
 - d. Sheet number.
 - e. Scale of drawing.
 - f. Date of drawing.
 - g. Revision dates, if applicable.
 - 4. Control Panel: Provide sheet that details exterior and interior views of control panel and clearly shows associated wiring information.
 - 5. Annunciator Panels: Provide sheet that details exterior and interior views of annunciator panels and clearly shows associated wiring information.
- D. Certification: Submit with equipment submittals and shop drawings, letter of certification from major equipment manufacturer, indicating proposed engineered system distributor is an authorized representative of major equipment manufacturer.
- E. Project Record Drawings:
 - 1. Submit complete project record drawings within 14 calendar days after acceptance test.

2. Project record drawings shall be similar to shop drawings, but revised to reflect changes made during construction.

F. Operation and Maintenance Manuals:

1. Submit complete operation and maintenance manuals within 14 calendar days after acceptance test.
2. Operation and maintenance manuals shall be similar to equipment submittals, but revised to reflect changes made during construction.
3. Include factory's standard installation and operating instructions.

1.6 QUALITY ASSURANCE

A. Codes and Standards:

1. NFPA: System shall comply with the following NFPA codes and standards:

- a. NFPA 13.
- b. NFPA 70.
- c. NFPA 72.
- d. NFPA 90A.
- e. NFPA 101.
- f. NFPA 750.
- g. NFPA 5000.

2. ADA: System shall conform to American with Disabilities Act (ADA).

- B. To ensure reliability and complete compatibility, all items of fire alarm system, including control panels, power supplies, initiating devices, and notification appliances, shall be listed by Underwriters Laboratories Inc. (UL) and shall bear "UL" label.

- C. Fire Alarm Control Panel Equipment: UL-listed under UL 864 Ninth Edition.

D. Equipment, Programming, and Installation Supervision:

1. Provide services of approved Engineered systems distributor of Gamewell-FCI for equipment, programming, and installation supervision.
2. Provide proof of factory training within 14 calendar days of award of the Contract.

E. Software Modifications:

1. Provide services of Gamewell-FCI factory-trained and authorized technician to perform system software modifications, upgrades, or changes.
2. Provide use of all hardware, software, programming tools, and documentation necessary to modify fire alarm system software on-site.
3. Modification includes addition and deletion of devices, circuits, zones, and changes to system operation and custom label changes for devices or zones.
4. System structure and software shall place no limit on type or extent of software modifications on-site.
5. Modification of software shall not require power-down of system or loss of system fire protection while modifications are being made.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area indoors in accordance with manufacturer's instructions.
- C. Handling: Protect materials from damage during handling and installation.

1.8 COORDINATION

- A. Coordinate the Work of this section with the Work of other sections, including sprinkler systems, HVAC systems, and security/door locking systems.

1.9 WARRANTY

- A. Warranty Period for System Equipment: 1 year from date of final acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Gamewell-FCI, Honeywell Fire Systems, 12 Clintonville Road, Northford, Connecticut 06472. Phone (203) 484-7161. Fax (203) 484-7118. Website: www.gamewell-fci.com.
- B. References to manufacturer's model numbers and other information is intended to establish minimum standards of performance, function, and quality. Equivalent equipment from Gamewell may be substituted for the specified equipment, as long as minimum standards are met. No other manufacturers, other than Gamewell-FCI, FCI, and Gamewell will be considered for use on this project.
- C. Substitute equipment proposed as equal to equipment specified shall meet or exceed requirements of this section. For equipment other than Gamewell-FCI E3 Series Expandable Emergency Evacuation Fire Alarm System, provide proof that such substitute equipment equals or exceeds features, functions, performance, and quality of specified equipment. This proof shall be provided by submission of a copy of specification with each copy of the submittals that has had each paragraph marked as either compliant or non-compliant along with a letter from engineering manager or product manager at factory that certifies information presented as either compliant or non-compliant including a detailed explanation of each paragraph identified as non-compliant. In order to ensure that the Owner is provided with a system that incorporates required survivability features, this letter shall also specifically certify that the system is capable of complying with the test requirements of this section.

2.2 DISTRIBUTED NETWORKED FIRE ALARM SYSTEM

- A. Distributed Networked Fire Alarm System: Gamewell-FCI E3 Series Expandable Emergency Evacuation Fire Alarm System.

2.3 CONTROL PANEL HARDWARE

- A. Intelligent Control Panel: Supply user interface, including LCD or touch-screen 1/4 VGA display Intelligent Loop Interface Modules (ILI-MB-E3), manual switching, Control Panel shall consist of the following units and components:
1. System Cabinet (B-, C-, or D-Size Cabinet) with associated inner door.
 2. Power Supply Module (PM-9) with batteries.
 3. 80-Character LCD Display (LCD-E3).
 4. Intelligent Loop Main Board Interface (ILI-MB-E3).
 5. Intelligent Loop Supplemental Interface (ILI-S-E3).
 6. DACT (DACT-E3).
 7. Network Repeater (RPT-E3).
 9. 1/4 VGA touch-screen display (NGA).
 10. Auxiliary Switch Module (ASM-16).
- B. System Cabinet:
1. Surface or semi-flush mounted with texture finish.
 2. Consist of back box, inner door, and door.
 3. Available in at least 3 sizes to best fit project configuration.
 4. Houses 1 or more PM-9 Power Supply Modules, 1 or more ILI-MB-E3 or ILI-S-E3 assemblies, and other optional modules as specified.
 5. Construction: Dead-front steel construction with inner door to conceal internal circuitry and wiring.
 6. Wiring: Terminated on removable terminal blocks to allow field servicing of modules without disrupting system wiring.
- C. Power Supply Module (PM-9): Use latest technologies to provide power to the Control Panel and incorporate the following features:
1. Power-saving switching technology using no step-down transformers.
 2. 9-amp continuous-rated output to supply up to all power necessary under normal and emergency conditions.
 3. Integral battery charger with capacity to charge up to 55 amp-hour batteries while under full load.
- D. Batteries:
1. Sufficient capacity to provide power for entire system upon loss of normal AC power for a period of 24 hours with 15 minutes of alarm signaling at end of this 24-hour period, as required by NFPA 72, Local Systems.
- E. LCD Display Module (LCD-E3):
1. LCD Display: 80-character RS-485 based textual annunciator with capability of being mounted locally or remotely. Provides audible and visual annunciation of all alarms and trouble signals. Provide dedicated LEDs for:
 - a. AC Power On: Green.
 - b. Alarm: Red.
 - c. Supervisory: Yellow.
 - d. System Trouble: Yellow.
 - e. Power Fault: Yellow.
 - f. Ground Fault: Yellow.

- g. System Silenced: Yellow.
 - 2. 80-Character Alphanumeric Display: Provide status of all analog/addressable sensors, monitor and control modules. Display shall be liquid crystal type (LCD), clearly visible in dark and under all light conditions.
 - 3. Panel shall contain 4 functional keys:
 - a. Alarm Acknowledge.
 - b. Trouble Acknowledge.
 - c. Signal Silence.
 - d. System Reset/Lamp Test.
 - 4. Panel shall contain 3 configuration buttons:
 - a. Menu/Back.
 - b. Back Space/Edit.
 - c. OK/Enter.
 - 5. Panel shall have 12-key telephone-style keypad to permit selection of functions.
- F. Intelligent Loop Interface (ILI-MB-E3): System shall be of multiprocessor design to allow maximum flexibility of capabilities and operation. Intelligent Loop Interface shall be capable of mounting in stand-alone enclosure as specified.
- 1. Field Programmable: System shall be capable of being programmed by Field Configuration Program (FCP), allowing programming to be downloaded via portable computer from any node on network.
 - 2. RS-232C Serial Output: Supervised RS-232C serial port shall be provided to operate remote printers and/or video terminals, accept downloaded program from portable computer, or provide 80-column readout of all alarms, troubles, location descriptions, time, and date. Communication shall be standard ASCII code operating from 1,200 to 115,200 baud rate.
 - 3. RS-485 Serial Output: Each ILI-MB-E3 shall incorporate RS-485 bus via ribbon harness for connection of modules inside same cabinet, and via 4-wire quick connector for connection of modules up to 3,000 feet from cabinet. Each ILI-MB-E3's RS-485 bus shall support up to 16 ASM-16 auxiliary switch modules, 6 LCD-E3 main annunciators, and 5 LCD-7100 annunciators.
 - 4. Peer-to-Peer Panel Configuration: All Loop Interface Modules shall incorporate own programming, log functions, Central Processor Unit, and control-by-event (CBE) programming. If any loop driver becomes disabled, each remaining loop driver shall continue to communicate with remainder of network and maintain normal operation.
 - 5. Control-by-Event (CBE) Program: ILI-MB-E3 shall be capable of programming using Boolean logic including AND, OR, NOT, and TIMING functions to provide complete programming flexibility.
 - 6. Alarm Verification: Smoke detector alarm verification shall be standard option while allowing other devices such as manual stations and sprinkler flow to create immediate alarm. This feature shall be selectable for smoke sensors that are installed in environments prone to nuisance or unwanted alarms.
 - 7. Alarm Signals: All alarm signals shall be automatically latched or "locked in" at control panel until operated device is returned to normal and control panel is manually reset. When used for sprinkler flow, "SIGNAL SILENCE" switch may be bypassed, if required by AHJ.
 - 8. Electrically Supervised:
 - a. Each SLC and NAC circuit shall be electrically supervised for opens, shorts, and ground faults. Occurrence of fault shall activate system trouble circuitry, but shall not interfere with proper operation of other circuits.
 - b. Yellow "SYSTEM TROUBLE" LEDs shall light and system audible sounder shall steadily sound when trouble is detected in system. Failure of power, open or short

circuits on SLC or NAC circuits, disarrangement in system wiring, failure of microprocessor or any identification module, or system ground faults shall activate this trouble circuit. Trouble signal shall be acknowledged by operating "TROUBLE ACKNOWLEDGE" switch. This shall silence sounder. If subsequent trouble conditions occur, trouble circuitry shall resound. During alarm, all trouble signals shall be suppressed with exception of lighting yellow "SYSTEM TROUBLE" LEDs.

9. Drift Compensation – Analog Smoke Sensors: System software shall automatically adjust each analog smoke sensor approximately once each week for changes in sensitivity due to effects of component aging or environment, including dust. Each sensor shall maintain its actual sensitivity under adverse conditions to respond to alarm conditions while ignoring factors which generally contribute to nuisance alarms. System trouble circuitry shall activate, display units that requires maintenance.
10. Analog Smoke Sensor Test: System software shall automatically test each analog smoke sensor a minimum of 3 times daily. Test shall be recognized functional test of each photocell (analog photoelectric sensors) and ionization chamber (analog ionization sensors) as required annually by NFPA 72. Failure of sensor shall activate system trouble circuitry, display "Test Failed" indication, and identify individual device that failed.
11. Off-Premises Connection:
 - a. Fire Alarm System: Connect via leased telephone lines to central station or remote station.
12. Central Station Option: Fire alarm control panel shall provide Digital Alarm Communicator Transmitter (DACT) for signaling to central station. DACT shall contain "Dialer-Runaway" feature preventing unnecessary transmissions as result of intermittent faults in system and shall be Carrier Access Code (CAC) compliant, accepting up to 20-digit central station telephone numbers. Fire department shall be consulted as to authorized central station companies serving municipality. Fire alarm system shall transmit both alarm and trouble signals, with alarm having priority over trouble signal. Contractor shall be responsible for all installation charges and Owner will be responsible for line lease charges.
13. Network Annunciator Option: Each ILI-MB-E3 and associated display shall provide option of being configured as network annunciator. Options for annunciation shall default as regional annunciator with capability of selecting global annunciation to provide system-wide protection and Acknowledge, Silence, and Reset capabilities.
14. Redundant History Log: Each ILI-MB-E3 shall contain full 4100 event history log supporting local and network functions. If a main processor or network node is lost the entire log shall be accessible at any other Loop Interface board. This shall be demonstrated by removing power from Command Center followed by extraction of history log from any loop driver location, including Command Center or Transponder.
15. LEDs Indicator and Outputs: Each ILI-MB-E3 Loop Interface shall incorporate as a minimum the following diagnostic LED indicators:
 - a. Power: Green.
 - b. Alarm: Red.
 - c. Supervisory: Yellow.
 - d. General Trouble: Yellow.
 - e. Ground Fault: Yellow.
 - f. Transmit: Green.
 - g. Receive: Green.
16. Auxiliary Power Outputs: Each ILI-MB-E3 Loop Interface shall provide the following supply outputs:

- a. 24 VDC non-resettable, 1 amp. maximum, power limited.
 - b. 24 VDC resettable, 1 amp. maximum, power limited.
17. Microprocessor: Loop interface shall incorporate 32-bit RISC processor. Isolated "watchdog" circuit shall monitor microprocessor and upon failure shall activate system trouble circuits on display. Microprocessor shall access system program for all control-by-event (CBE) functions. System program shall not be lost upon failure of both primary and secondary power. Programming shall support Boolean logic including AND, OR, NOT, TIME DELAY functions for maximum flexibility.
 18. Auto Programming: System shall provide for all SLC devices on any SLC loop to be pre-programmed into system. Upon activation of auto programming, only devices that are present shall activate. This allows for system to be commissioned in phases without need of additional downloads.
 19. Environmental Drift Compensation: System shall provide for setting Environmental Drift Compensation by device. When detector accumulates dust in chamber and reaches unacceptable level but yet still below allowed limit, control panel shall indicate maintenance alert warning. When detector accumulates dust in chamber above allowed limit, control panel shall indicate maintenance urgent warning.
 20. NON-FIRE Alarm Module Reporting: Non-reporting type ID shall be available for use for energy management or other non-fire situations. NON-FIRE point operation shall not affect control panel operation nor shall it display message at panel LDC. Activation of NON-FIRE point shall activate control by event logic, but shall not cause indication on control panel.
 21. I-Man Walk Test:
 - a. System shall provide both basic and advanced walk test for testing entire fire alarm system. Basic walk test shall allow single operator to run audible tests on panel. All logic equation automation shall be suspended during test and while annunciators can be enabled for test, all shall default to disabled state. During advanced walk test, field-supplied output point programming shall react to input stimuli, such as CBE and logic equations. When points are activated in advanced test mode, each initiating event shall latch input. Advanced test shall be audible and shall be used for pull station verification, magnet activated tests on input devices, input and output device, and wiring operation/verification.
 - b. Test feature is intended to provide for certain random spot testing of system and is not intended to comply with requirements of testing fire alarm systems in accordance with NFPA 72, as it is impossible to test all functions and verify items such as annunciation with only 1 person.
 22. Signaling Line Circuits: Each ILI-MB-E3 module shall provide communication with analog/addressable (initiation/control) devices via 2 signaling line circuits. Each signaling line circuit shall be capable of being wired Class B, Style 4 or Class A, Style 6. Circuits shall be capable of operating in NFPA Style 7 configuration when equipped with isolator modules between each module type device and isolator sensor bases. Each circuit shall communicate with a maximum of 159 analog sensors and 159 addressable monitor/control devices. Unique 40-character identifier shall be available for each device. Devices shall be of the Velocity series with capability to poll 10 devices at a time with a maximum polling time of 2 seconds when both SLCs are fully loaded.
 23. Notification Appliance Circuits: 2 independent NAC circuits shall be provided on ILI-MB, polarized and rated at 2 amperes DC per circuit, individually over current protected and supervised for opens, grounds, and short circuits. They shall be capable of being wired Class B, Style Y or Class A, Style Z.
 24. Alarm Dry Contacts: Provide alarm dry contacts (Form C) rated 2 amps at 30 VDC (resistive) and transfer whenever system alarm occurs.

25. Supervisory Dry Contacts: Provide supervisory dry contacts (Form C) rated 2 amps at 30 VDC (resistive) and transfer whenever system supervisory condition occurs.
26. Trouble Dry Contacts: Provide trouble dry contacts (Form C) rated 2 amps at 30 VDC (resistive) and transfer whenever system trouble occurs.

H. Auxiliary Switch Module (ASM-16):

1. Each ASM-16 has 16 programmable push-button switches.
2. Each push-button switch has 3 associated status LEDs (red, yellow, and green), configurable to indicate any combination of functions.
3. Flexible switch configurations to allow auxiliary functions.
4. An insertable label to identify function of each switch and LEDs combination.
5. Provide capability to communicate with up to 16 ASM-16 modules locally, or up to 3,000 feet from the Control Panel

J. Network Repeater Module RPT-E3:

1. Intelligent Network Interface shall provide interconnection and protection of remote Control Panels. Repeater shall regenerate and condition token passing, 625 K baud signal between units. Repeater shall be available in wire, fiber, or wire/fiber configurations as determined by field conditions.
2. Fiber configurations shall use "ST"-type connectors and be able to operate with up to 200-micron multi-mode fiber, but optimize for 62.5/125. Interface shall have jumper to allow selection of ground detection of wiring when used in wire mode. Interface shall have integral LEDs to display current status of board.

M. Network Graphic Annunciator (NGA): Networked, 1/4 VGA, touch-screen annunciator with the following characteristics:

1. Custom Graphics: Panel shall permit uploading of custom bit-mapped graphic to display screen. Graphic shall display when all systems are normal.
2. Intuitive Functions: In alarm or trouble condition, annunciator shall display only information pertaining to event, including control switches.
 - a. Trouble Condition: Display shall indicate cause of trouble. Only controls available to operator shall be Acknowledge and Reset functions.
 - b. Alarm Condition: Display shall indicate cause of alarm. Only controls available to operator shall be Acknowledge, Silence, and Reset functions.

2.4 SUPPLEMENTAL NOTIFICATION APPLIANCE CIRCUIT (HPF24)

A. Supplemental Notification Appliance Circuit (HPF24) shall be Model HPF24S8 offering 8.0 amps (6.0 amps continuous) of regulated 24-volt power. HPF24 shall include the following features:

1. Integral Charger: Charge up to 18.0 amp-hour batteries and support 60-hour standby.
2. 2 Input Triggers. Input trigger shall be Notification Appliance Circuit (from fire alarm control panel) or relay.
3. Surface-mount back box.
4. Ability to delay AC fail delay in accordance with applicable NFPA requirements.
5. Power limited circuitry in accordance with applicable UL standards.
6. Operates as sync follower or a sync generator

2.6 SYSTEM PERIPHERALS

A. Addressable Devices – General:

1. Provide address-setting means using rotary-decimal switches.
 2. Use simple to install and maintain decade-type (numbered 0 to 15) address switches by using standard screwdriver to rotate 2 dials on device to set address. Devices which use binary address set via dipswitch packages, handheld device programmer, or other special tools for setting device address shall not be acceptable.
 3. Detectors: Analog and addressable. Connect to fire alarm control panel's Signaling Line Circuits.
 4. Addressable Thermal and Smoke Detectors: Provide 2 status LEDs. Both LEDs shall flash under normal conditions, indicating detector is operational and in regular communication with control panel, and both LEDs shall be placed into steady illumination by control panel, indicating alarm condition has been detected. If required, flashing mode operation of detector LEDs can be programmed off via fire control panel program.
 5. Fire Alarm Control Panel: Permit detector sensitivity adjustment through field programming of system. Sensitivity can be automatically adjusted by panel on time-of-day basis.
 6. Using software, detectors shall automatically compensate for dust accumulation and other slow environmental changes that may affect their performance. Detectors shall be listed by UL as meeting calibrated sensitivity test requirements of NFPA 72, Chapter 7.
 7. Detectors shall be ceiling-mounted and shall include separate twist-lock base with tamper-proof feature.
 8. Following bases and auxiliary functions shall be available:
 - a. Standard base with remote LED output.
 - b. Sounder base rated at 85 dBA minimum.
 - c. Form-C relay base rated 30 VDC, 2.0 A.
 - d. Isolator base.
 9. Detectors shall provide test means whereby they will simulate alarm condition and report that condition to control panel. Such test shall be initiated at detector itself by activating magnetic switch or initiated remotely on command from control panel.
 10. Detectors shall store internal identifying type code that control panel shall use to identify type of device (ION, PHOTO, THERMAL).
- B. Addressable Manual Stations (MS-7AF):
1. Manual Fire Alarm Stations: Non-code, non-break glass type, equipped with key lock so they may be tested without operating handle.
 2. Operated Station: Visually apparent, as operated, at a minimum distance of 100 feet (30.5 m) from front or side.
 3. Stations shall be designed so after actual activation, they cannot be restored to normal except by key reset.
 4. Manual stations shall be constructed of Lexan with clearly visible operating instructions provided on cover. The word FIRE shall appear on front of stations in raised letters, 1.75 inches (44 mm) or larger.
 5. Addressable manual stations shall, on command from control panel, send data to panel representing state of manual switch and addressable communication module status.
- C. Intelligent Thermal Detectors (ATD-RL2F): Intelligent addressable devices rated at 135 degrees F (58 degrees C) and have rate-of-rise element rated at 15 degrees F (9.4 degrees C) per minute. Connect via 2 wires to fire alarm control panel signaling line circuit.
- D. Intelligent Photoelectric Smoke Detectors (ASD-PL2F): Use photoelectric (light-scattering) principal to measure smoke density and shall, on command from control panel, send data to panel representing analog level of smoke density.

- E. Intelligent Duct Smoke Detectors (ADPF):
1. In-Duct Smoke Detector Housing: Use on-board intelligent photoelectric detector, which provides continuous analog monitoring and alarm verification from panel.
 2. When sufficient smoke is sensed, alarm signal is initiated, and appropriate action taken to shut down or change over air handling systems to help prevent rapid distribution of toxic smoke and fire gases throughout areas served by duct system.
 3. Duct Smoke Detectors Mounted Above Ceiling or Otherwise Obstructed from Normal View: Provide with remote alarm indicator.
 4. Each Detector: Install in either supply side or return side duct in accordance with local mechanical code.
- F. Addressable Dry Contact Monitor Modules (AMM-2F):
1. Provide to connect 1 supervised IDC zone of conventional alarm initiating devices (any N.O. dry contact device) to 1 of the fire alarm control panel SLCs.
 2. Mount in standard deep electrical box.
 3. IDC Zone: Suitable for Style B operation.
- G. Addressable Control Modules (AOM-2SF):
1. Provide to supervise and control operation of 1 conventional NAC of compatible, 24-VDC powered, polarized audio/visual notification appliances or UL-listed polarized relays for fan shutdown and other auxiliary control functions.
 2. Mount in standard 4-inch (101.6-mm) square, 2-1/8-inch (54-mm) deep electrical box or to surface-mounted back box.
 3. Control Module NAC: Wire for Style Z or Style Y (Class A/B) with up to 1 amp of inductive signal or 2 amps of resistive signal operation. Relay coil shall be magnetically latched to reduce wiring connection requirements and to ensure 100 percent of all auxiliary relay or NACs shall be energized at same time on same pair of wires.
 4. Audio/Visual Power: Provide by separate supervised power circuit from main fire alarm control panel or from supervised, UL-listed remote power supply.
- H. Addressable Relay Modules (AOM-2RF):
1. Available for HVAC control and other building functions. Relay shall have 2 Form C sets of contacts that operate in tandem and are rated for a minimum of 2.0 amps resistive or 1.0 amps inductive. Relay coil shall be magnetically latched to reduce wiring connection requirements and to ensure 100 percent of all auxiliary relay or NACs shall be energized at same time on same pair of wires.
 2. Mount in standard 4-inch (101.6-mm) square, 2-1/8-inch (54-mm) deep electrical box or to surface-mounted back box.
- I. Horns:
1. Operate on 24 VDC or with field-selectable outputs.
 2. Have two selectable tone options of temporal 3 and non-temporal continuous pattern.
 3. Have at least 2 audibility options
- J. Strobes:
1. Compliance: ADA and UL 1971.
 2. Maximum Pulse Duration: 0.2 second.
 3. Strobe Intensity: UL 1971.
 4. Flash Rate: UL 1971.
 5. Strobe Candela Rating: Determine by positioning selector switch on back of device.

K. Horn/Strobes:

1. Operate on 24 VDC
2. Have two selectable tone options of temporal 3 and non-temporal continuous pattern.
3. Have at least 2 audibility options
4. Maximum Pulse Duration: 0.2 second.
5. Strobe Intensity: UL 1971.
6. Flash Rate: UL 1971.
7. Strobe Candela Rating: Determine by positioning selector switch on back of device.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas and surfaces to receive fire alarm system.
1. Notify Architect of conditions that would adversely affect installation or subsequent use.
 2. Do not begin installation until unacceptable conditions are corrected.

3.2 INSTALLATION

- A. Install fire alarm system in accordance with NFPA 72, NFPA 70, state and local codes, manufacturer's instructions, and as indicated on the Drawings.
- B. Conceal conduit, junction boxes, and conduit supports and hangers in finished areas. Conceal or expose conduit, junction boxes, and conduit supports and hangers in unfinished areas.
- C. Do not install smoke detectors before system programming and test period. If construction is ongoing during this period, take measures to protect smoke detectors from contamination and physical damage.
- D. Flush-mount fire detection and alarm system devices, control panels, and remote annunciators in finished areas. Flush-mount or surface-mount fire detection and alarm system devices, control panels, and remote annunciators in unfinished areas.
- E. Ensure manual stations are suitable for surface mounting or semi-flush mounting as indicated on the Drawings. Install not less than 42 inches, nor more than 48 inches, above finished floor measured to operating handle.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Provide service of competent, factory-trained technician authorized by manufacturer to technically supervise and participate during pre-testing and acceptance testing of system.
- B. Testing:
1. Conduct complete visual inspection of control panel connections and test wiring for short circuits, ground faults, continuity, and insulation before energizing cables and wires.
 2. Close each sprinkler system control valve and verify proper supervisory alarm at Control Panel.
 3. Verify activation of flow switches.
 4. Open initiating device circuits and verify that trouble signal actuates.
 5. Open signaling line circuits and verify that trouble signal actuates.

6. Open and short notification appliance circuits and verify that trouble signal actuates.
7. Ground initiating device circuits and verify response of trouble signals.
8. Ground signaling line circuits and verify response of trouble signals.
9. Ground notification appliance circuits and verify response of trouble signals.
10. Check installation, supervision, and operation of intelligent smoke detectors.
11. Introduce on system each of the alarm conditions that system is required to detect. Verify proper receipt and proper processing of signal at Control Panel and correct activation of control points.
13. Consult manufacturer's manual to determine proper testing procedures when system is equipped with optional features. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality, and similar.

C. Acceptance Testing:

1. Before installation shall be considered completed and acceptable by AHJ, a complete test using as a minimum, the following scenarios shall be performed and witnessed by representative approved by Engineer. Monitoring company and/or fire department shall be notified before final test in accordance with local requirements.
2. Contractor's job foreman, in presence of representative of manufacturer, representative of Owner, and fire department shall operate every installed device to verify proper operation and correct annunciation at control panel.
3. Open signaling line circuits and notification appliance circuits in at least 2 locations to verify presence of supervision.
4. Completely disconnect main Control Panel from rest of network. Activate initiating device. All control outputs supported by transponder SLC circuits shall operate under project programming mode. Default or degrade mode programming shall not be acceptable.
5. When testing has been completed to satisfaction of both Contractor's job foreman and representatives of manufacturer and Owner, a notarized letter co-signed by each attesting to satisfactory completion of said testing shall be forwarded to Owner and fire department.
6. Leave fire alarm system in proper working order and, without additional expense to Owner, replace defective materials and equipment provided within 1 year (365 days) from date of final acceptance by the owner.

3.4 DEMONSTRATION

- A. Provide instruction as required for operating fire alarm system.
- B. Provide hands-on demonstrations of operation of fire alarm system components and functions.

END OF SECTION

BOONE COUNTY JAIL SECURITY INTERCOM SYSTEM SPECIFICATION

SECTION 17005 SECURITY INTERCOM SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. This section will describe the interaction between the proposed intercom system and the existing Security Automation System. The intercom system is to integrate into the existing control functions:
 - 1. Door monitoring and control
 - 2. Fire Alarm Annunciation - Bid Alternate # 2
 - 3. Touch Screen Stations
 - 4. CCTV Camera Control
- B. All bids shall be based on the equipment specified herein. The catalog numbers and model designations are those of Telecor, Inc., Mississauga, Ontario, Canada and are considered to be the accepted Base Bid. Any bidder proposing to substitute equipment of another manufacturer must have prior approval from the Engineer, and, as a minimum will be required to demonstrate the compatibility of their system to provide all required features and demonstrate compatibility to the CorsairHMI Control System. (the Owners Security Control System).
- C. Intercom Suppliers will be required to submit a copy of their Open Architecture Interface Protocol to the Security Automation System Integrator. A review by the Security Automation System Integrator will determine if the protocol is acceptable for the existing PLC system.
- D. Provide all labor, equipment, materials, and supervision to install, program, calibrate, adjust, document, and test the total system as required herein and on the drawings.

1.2 SYSTEM DESCRIPTION

- A. Intercom Control, Monitoring and Annunciation
 - 1. The Security Automation System shall have a serial connection to the Intercom System to allow bi-directional communication. The Security Automation System will have the ability through the intercom system :
 - a. Display stations that are calling on the touchscreen station
 - b. Connect to a call-in station to initiate the call
 - c. Paging of selected zones
 - d. Place an unlimited number of stations on "hold".
 - e. Call and connect to any station on any master intercom system in the facility
 - f. Silently listen to any station

1.3 SUBMITTALS

- A. Submit in accordance with Division 1 requirements.
- B. Product data for each type of product specified.
- C. Shop drawings, detailing Security Automation System including but not limited to the following:

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1. System riser diagram - including all interconnecting wiring, sizing and color codes. Include manufacturers wire type where required.

D. All software files shall be turned over to the owner at completion.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who is a factory authorized service representative to perform the work in this section.
- B. Electrical Component Standard: Components and installation shall comply with NFPA 70, "National Electric Code."
- C. EIA Compliance: Comply with the Electronics Industries Association standards.
- D. Compliance With Local Requirements: Comply with the applicable building code, state and local ordinances, and regulations and the requirements of the authority having jurisdiction.
- E. NFPA Compliance: Provide systems conforming to the requirements of the NFPA 101, "Life Safety."
- F. UL Listing and Labeling: Provide components specified in this Section that are listed and labeled by UL.
- G. Nationally Recognized Testing Laboratory Listing and Labeling (NRTL): Provide system and components specified in this section that are listed and labeled by an NRTL. The term "NRTL" shall be defined in OSHA Regulation 1910.7.
- H. Single Source Responsibility: Obtain components from a single integrator who assumes responsibility for compatibility for system components furnished.

1.5 MAINTENANCE SERVICE

- A. Maintenance Service Contract: Provide maintenance of systems and equipment for a period of 12 months commencing with Substantial Completion, using factory-authorized service representatives.
 1. Basic Services: Two routine maintenance visits at times coordinated with the Owner. In addition, respond to service calls within 24 hours of notification of system trouble. Adjust and replace defective parts and components with original manufacturer's replacement parts, components, and supplies.
 2. Additional Services: Perform services within the above 12-month period not classified as routine maintenance or as warranty work when authorized in writing. Compensation for additional services must be agreed upon in writing prior to performing services.
 3. Renewal of Maintenance Service Contract: Alternate # 1, provides for a service contract to provide contract maintenance and repair services for an additional five-year term. Owner will be under no obligation to accept maintenance service proposal.

PART 2 - PRODUCTS

2.1 SYSTEM INTEGRATOR

- A. Only the listed systems integrators are allowed to bid this section.
 - 1. Corsair Controls, Inc., Highland, Illinois, (618) 654-8322
 - 2. Midwest Electronics, Columbia, Missouri, (573) 443-5343

2.2 SYSTEM REQUIREMENTS

- A. General: Provide a complete and fully functional Security Intercom System using materials and equipment of types, sizes, and rating, as required to meet performance requirements. Use materials and equipment that comply with referenced standards and manufacturers' standard design and construction, in accordance with published product information. Coordinate the features of all materials and equipment so they form an integrated system, with components and interconnections matched for optimum performance of specified functions.
- B. Provide as part of the contract five (5) new System Controllers and associated hardware as shown on the attached drawings.
- C. Provide as part of the contract four (4) new embedded computers and 22" touch monitors to replace the existing Security Control Computers. The requirements for the computer are in Section 2.3 of the specifications. Provide one additional set of computer hardware for Owners spare parts stock.
- D. Provide as part of the contract an Uninterruptable Power Supply for each of the installed Security Computers and each Intercom Controller. The unit shall be provided to allow 20 minutes of backup power to operate the system. The intercom must allow station to station conversation during power outage, emergency paging is not required.
- E. Modular components of the system shall be UL listed or recognized.

2.3 EQUIPMENT AND MATERIALS

2.3.1 INTERCOM EQUIPMENT

- A. System Controller
 - 1. The Security Intercom Controller shall be a Telecor model T3-SC. It shall be a microprocessor-based unit, containing the resident processor, memory, control, power supply and audio circuitry required for the Security Communication System.
 - 2. The Controller shall be a modular design for use with associated device Termination Board Units (TBUs) and Master Control Consoles. The system shall accommodate up to 31 TBUs and up to 31 Master Control Consoles.
 - 3. The Controller shall provide for two-way voice communications between Control Consoles and Intercom Stations. Call-ins from Intercom Stations shall be able, through programming, to contact any of the Control Consoles and Console Groups connected in a networked system.
 - 4. The Controller shall provide an integral intercom station audio amplifier of 4 Watts and shall be capable of being configured to provide up to 60 Watts of intercom audio power.

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5. The Controller shall provide programmable privacy, whereby an Intercom Station shall be able to enter privacy mode through programming. The Controller shall allow the privacy to be overridden for individual Intercom Stations by select personnel or in the event of a critical situation.
6. Each Intercom Station connected to the Controller shall have the capability of being independently electronically adjusted for Talk Level and Listen Response through programming. This shall eliminate the need to physically re-tap speaker transformers and shall provide for optimum listen intelligibility at the Console. Adjustments shall be able to be made and heard in real time. Adjustments to one intercom station shall not affect other stations in the system. Automatic gain control on intercom speech shall assure a constant speech level.
7. The intercom call-in lines shall be continuously supervised by the Controller, whereby if a failure occurs, it shall be reported immediately.
8. The Controller shall provide an independent paging channel that shall allow Consoles or external microphones connected to a Controller to initiate paging announcements separate and isolated from the intercom bus. This shall allow pages and intercom communication in the System to be carried out simultaneously. An unlimited number of Page Zones shall be created from Consoles, Console Groups, Intercom Stations, and Paging Speaker Circuits on Paging and Intercom TBU's and from other Page Zones.
9. The Controller shall be compatible with Telecor model AMS Audio Monitoring System, which monitors each intercom and speaker location for noise level patterns. Individual intercom station noise level shall be monitored continuously and digitally analyzed for sound patterns that match any of five preset programmable criteria. Each station's criteria shall be individually programmed to allow for different acoustic conditions and room functions. Programming shall be done on a PC or laptop computer. Whenever unusual sounds are detected in a room, an alarm shall be initiated to the designated Console. Speakers (not just speaker lines) shall also be monitored for faults using real-time low background noise level detection.
10. The Controller shall be equipped with an RS-232 port designed to interface to any serial data device that has an RS-232 port, such as a Programmable Logic Controller (PLC) or PC. This shall allow for integration between the Security Communication System and PLC controlled systems in a facility such as CCTV, Environmental and Door Control. With integration, the Security Communication System shall control these other systems, while in turn; these other systems shall execute functions of any Controller. Integration shall allow remote Computer Touch Screens or custom Graphic Panels to be used for the execution of System functions. The Controller shall be capable of executing pre-existing Integration PLC Programming from earlier installations of other manufacturers. All systems activity shall be transmitted in standard ASCII Code.
11. With integration, the Controller shall remain fully operational independent of other systems, so that the PLC or PC is not required to handle or keep track of any intercom and paging functions.
12. Up to 250 Controllers shall have the ability to be linked together in a Distributed Ethernet Network. This shall allow individual Systems to communicate with one another while allowing each System to maintain independent operation within its designated location. Network flexibility shall allow for control of any individual System to be transferred to another System during emergency takeovers, night time operation or periods of low activity.
13. Controllers shall be capable of being networked together into Ethernet LANs using Category 5 (CAT-5) or higher cable.
14. All user-programmable data shall be stored in non-volatile FLASH memory to prevent memory loss during a power failure. Systems that require external computers to operate shall not be acceptable.

15. Controllers in a networked system shall require only one program file to be uploaded for automatic and simultaneous distribution to all Controllers in the system via local PC, modem or Internet connection.
16. The Controller design shall allow backwards capability such that upgrades may be made to older systems without the need for their total replacement.

B. Control Console Master Station

1. The Desk Top Console shall be a Telecor model MCC-450 or approved equal. The Console shall be a microprocessor-based desktop unit that provides communications and control of the Security Communication System. It shall be designed as a traditional telephone-style control console and include a handset, microphone, speaker, backlit LCD display and keypad controls.
2. The Console shall include an 8 line x 24 character LCD Backlit Display that shows applicable Menus and Prompts to aid in call processing and system functions. The Menu or Prompt displayed by the Console shall be determined by the function being carried out.
3. The Console shall include a standard 12 key dial pad and 30 Function, Selection and Scroll Keys with LED prompting to process calls, navigate and select functions using the Display Menus. With LED prompting, a Key shall light up when its stated function can be activated. The Keys shall fall into three categories: Context Sensitive, Fixed and Scroll. Context Sensitive Keys shall point to specific lines or functions on the Display Menu. The function of a Context Sensitive Key shall change depending on the current Display Menu. Fixed Keys shall have listed beside them a permanent stated function. Scroll Keys shall allow the Menu to be scrolled up, down, left or right.
4. The Console shall allow the operator to establish two-way voice communications with an Intercom Station or another Console using hands free or handset operation. In addition to having the capability to place calls and answer call-ins, the Console shall include the ability to hold and transfer calls, forward call-ins and queue call-ins for later or selective answering.
5. The MCC-450 call queue shall be dynamic and shall have a capacity of up to 254 call-ins. The Display shall show queued calls in groups of six.
6. The CALLS Menu shall be displayed for multiple incoming call-ins, which shows call-ins in groups of six in priority order and then in the chronological order in which they were made. The user shall be able to scroll through the CALLS Menu and answer call-ins out of sequence. To aid in call processing, the user shall be able to display extra information about the call-in and the Station or Console that made the call-in. The Console shall also include a feature to display specific Response Text, which provides instructions to the user when a call-in of a certain priority is received, such as a medical emergency call-in.
7. The Console shall offer special dialing features that aid in call processing. A Directory of all dial-able stations including Intercom Stations, Consoles, Page Zones and Dry Contact Stations, shall be accessed with the Console. The user shall apply filters to the Directory, which speeds up the search process by showing only certain types of Stations belonging to certain Systems. With the Speed Dial feature, a number shall be immediately dialed with the press of a single keypad button. Redialing of the last Intercom Station, Console, Page Zone or Dry Contact Station shall be immediately dialed with the press of a single keypad button. With the Assisted Dialing feature, a description of the Station shall appear when the Station number is being entered, which shall help prevent the dialing of wrong numbers.
8. Additional Console features shall be available to the operator through the System. An All-Call, Zone or Multiple Zone Page shall be made on the Controller's independent paging channel. Similarly, the Console shall be able to monitor a station or zone and quickly switch to paging mode. With the Sequential Audio Listening feature, multiple stations or zones shall be monitored in a continuous, sequential order. If the System

includes Intercom Stations and Supervised Intercom TBUs, any speaker line and call line faults shall be displayed on the Console.

9. When a T3-SC Communication System is integrated with a PLC and touchscreen or graphics panel, the MCC450 Control Console shall be able to maintain and control two-way intercom and paging communications in the event that the PLC and/or touchscreen or graphics panel have failed or gone off line.
10. Access to a System with a MCC-450T Console shall be protected by user identification and user-assigned passwords.
11. The MCC-450 Console shall be connected to the System via a wall mount Telecor model CR-45 Console Receptacle Plate. Each CR-45 shall be equipped with a 6-pin RJ-11 Receptacle Connector for easy connection to the MCC-450 cable and RJ-11 connector assembly. The CR-45 units shall be located at security operators' stations and other strategic locations throughout a facility.
12. The Console Receptacle Plate shall contain fault protection circuitry that provides isolation between the CR-45 RJ-11 connector and the field cable thereby eliminating the possibility of damage to other Consoles, data buses and cabling in the event of Console failure or RJ-11 connector damage.
13. The Console Receptacles shall contain a microprocessor and be individually numerically addressable within a System such that the Console Receptacle Plate is the physical console location and not the MCC-450 itself. This shall allow any MCC-450 Console to be plugged into any Console Receptacle and be immediately recognized by the Controller without the need for additional programming. The Console Receptacle Plate shall monitor the power consumption of the MCC-450 connected to it.

C. Intercom Station Termination Board Units

1. The Intercom TBU shall be a Telecor model(s) T3-TBU-11 or approved equal. The Intercom TBU shall perform the switching of intercom and program audio to Intercom Stations in the Security Communication System. It shall also detect call-in annunciation from Intercom Stations and Call Switches.
2. The T3-TBU-11 shall support 25 Intercom Stations and the T3-TBU-13 shall support 10 Intercom Stations. Talkback or monitored paging Speakers may be used as intercoms stations.
3. Each station port on the Intercom TBU shall be capable of supporting 4 separate call-in devices for the purpose of annunciating different priority levels and/or signaling different Consoles. A port shall be able to detect open circuit, voltage levels 1, 2, 3 and closed circuit conditions. The voltage levels shall be set by resistors installed onto the switch contact circuits. Any one of the 5 conditions shall be capable of being programmed as the inactive condition, which shall allow the remaining 4 to be used for signal detection including the supervision of call switches for short or open circuits and ground faults. Testing for these conditions shall be conducted automatically and reported each time the speaker line is used or may be conducted manually by the operator.
4. The Intercom TBU shall provide the ability to monitor both an Intercom Station's and a monitored Speaker's immediate area for listening and talkback purposes with the Security Communication System's master control consoles. Speakers terminated as intercoms to the Intercom TBU for audio monitoring shall be paged at a maximum of 4 Watts.
5. The Intercom TBU shall have the ability to analyze an unlimited amount of press and press-and-hold patterns on each port. Patterns shall be created through software and shall be specific to one call-in device or shall involve multiple call-in devices on the port. Different patterns may be used to signal different Control Consoles.
6. The Controller shall provide programmable suspend call-in, whereby the ability for selected Intercom Stations to be placed in a call-in blocked mode shall be enabled through programming. The Controller shall have the ability to be configured to suspend

call-ins for a specified period of time and to override suspend call-in for individual Intercom Stations by select personnel or in the event of a critical situation.

D. Paging Termination Board Units

1. The Paging TBU shall be a Telecor model(s) T3-TBU-20 and T3-TBU-22 or approved equal. The Paging TBU shall provide termination and switching facilities for Paging Circuits in the Security Communication System. The T3-TBU-20 shall support 5 Paging Circuits and the T3-TBU-22 shall support 10 Paging Circuits.
2. The Paging TBU shall be capable of switching 50 Watts on each Paging Circuit and each Paging TBU shall support a total of 250 Watts. Switching relays shall be rated for 20×10^6 operations minimum.
3. Paging Circuits shall be individually connected onto 0.156" header pins provided on the edge of the Paging TBU using the appropriate insulation displacement connectors. A Paging Circuit shall utilize the independent paging channel provided by the Controller. The independent paging channel shall be separate from the intercom bus, so pages and intercom communication in the System shall be carried out simultaneously.
4. A second audio amplifier shall be able to connect to the "OFF" bus of the Paging TBU. This shall provide another independent channel to distribute audio programs to all Paging Circuits. Alternatively, an emergency page signal from an ancillary system shall be capable of being distributed to all Paging Circuits. The operation of the independent channel shall be in a "fail safe" mode, whereby should the Intercom System be powered off; the audio shall be transmitted to all Paging Circuits.
5. Paging TBU models T3-TBU-18 and T3-TBU-19 shall provide the ability to monitor a speaker zone's immediate area for listening and talkback purposes with the Security Communication System's Control Consoles when the speaker zone requires more than 4 Watts of paging power.

E. Multi Channel Intercom Termination Board Units

1. The Multi Channel Intercom Termination Board Units shall be a Telecor model T3-TBU-15C for 4-wire intercom stations, The Multi-Channel Intercom Station T3-TBU-15C shall route intercom calls to an available channel in a two-channel System.
2. The system shall be capable of providing up to a total of eight intercom channels to the same pool of room stations and monitored Speakers. Multiple intercom channels shall allow different communication Control Consoles to conduct simultaneous communication to the same group of room stations and monitored Speakers, thereby giving an area the ability to support higher call traffic. Communication shall be non-restrictive, whereby any Intercom Stations and monitored Speakers in the pool can be involved in a call regardless of the status of any other Intercom Station and monitored Speakers in the pool.
3. In a Multi-Channel System, the first two channels shall be the primary and secondary redundant channels. The primary channel shall be utilized to route calls between Control Consoles and room stations in the pool. If the first channel cannot be utilized to route calls or becomes disabled, the second channel shall have the ability to automatically take over the routing of calls. This redundancy feature shall ensure that communications remain intact.
4. Communication between a Control Console and any Intercom Station and monitored Speakers in the pool shall be conducted via a direct path and shall not utilize any audio network that exists between the Control Consoles.
5. The Multi-Channel Intercom Station TBU shall provide the ability to monitor both an Intercom Station's and monitored Speaker's immediate area for listening and talkback purposes with the Security Communication System's master control consoles. Speakers terminated as intercoms to the Intercom TBU for audio monitoring shall be paged at a maximum of 4 Watts.

6. The Multi-Channel Intercom Station TBU shall have the ability to analyze an unlimited amount of press and press-and-hold patterns on each port. Patterns shall be created through software and shall be specific to one call-in device or shall involve multiple call-in devices on the port. Different patterns may be used to signal different Control Consoles.
 7. The Controller shall provide programmable privacy, whereby the ability of an Intercom Station to enter privacy mode shall be enabled through programming. The Controller shall have the ability to be configured to allow privacy to be overridden for individual Intercom Stations by select personnel or in the event of a critical situation.
 8. The Controller shall provide programmable suspend call-in, whereby the ability for selected Intercom Stations to be placed in a call-in blocked mode shall be enabled through programming. The Controller shall have the ability to be configured to suspend call-ins for a specified period of time and to override suspend call-in for individual Intercom Stations by select personnel or in the event of a critical situation.
- F. Transfer Network Termination Boards (TNB)
1. The Transfer Network Board shall be a Telecor model T3-TNB-ENET or approved equal. The Transfer Network Boards shall be designed to interconnect a series of Controllers into a distributed network allowing the distribution of audio and data between Controllers.
 2. The T3-TNB-ENET shall be designed for use in Ethernet Networks of up to 250 intercommunicating Controllers in a network.
 3. The Transfer Network Boards shall mount directly onto the Controller motherboard and network cabling shall be connected using RJ-45 pluggable connectors. The Network Cabling shall be CAT-5 or higher cable.
- G. Distributed Network
1. Individual Security Communication Systems shall be capable of being linked together in a Distributed Network to form an extensive communications and security platform. A Distributed Network shall allow individual Systems to communicate with one another while allowing each System to maintain independent operation within its designated location. Network flexibility shall allow for control of any individual System to be taken over by or transferred to another System during emergencies, during night time operation or periods of low activity.
 2. Communications from one Controller to another shall be initiated from any Console in the Network. Consoles shall have access to any dial-able station on the Network, which includes Intercom Stations, Consoles, Console Groups, Page Zones and Dry Contact Stations.
 3. A Distributed Network shall allow for Centralized Paging. With Centralized Paging, Consoles or external microphones connected to a System shall initiate paging announcements selectively to other Controllers or on an all-call basis to all locations. A pair of audio channels shall be included on each System to provide for independent and simultaneous paging and intercom communications.
 4. Any remote device with an RS232 port such as a PLC or PC shall be able to connect with any one Controller in the network. This single connection shall allow integration between the Systems on the network and other systems in a facility such as Door Control. With integration, the Systems shall control these other systems, while in turn; these other systems shall execute functions of any System. When integrating, it shall not matter which Controller on the network the RS232 device is connected to.
 5. With a Distributed Network, up to 250 separate Controllers with supporting Consoles and TBUs shall share audio and data communications with each other.

6. A hardwired Distributed Network shall be created with the connection of Controllers via Telecor model T3-TNB-series Transfer Network Boards (TNBs). The connection of TNBs forms a Network, which shall allow for the transmission of audio and data between the Controllers. If a Controller should fail, the Network shall remain intact, ensuring reliable communications and control are maintained between the remaining Controllers. Because the Network is distributed, any new Controller to be added shall be connected onto the Network via its own TNB. The network shall be created using Category 5 (CAT-5) or higher cable.

H. Power Supplies

1. The auxiliary Power Supply Units shall be Telecor model T3-PSU-1 or approved equal. The Power Supply Units shall have universal AC input with auto sensing of 120/220 VAC. The DC output shall have overcurrent limiting and short circuit protection. The Power Supply Units shall be UL 60950 approved.
2. The T3-PSU Power Supply Units shall be available in models to provide 5 V, 24 V and a combination of both. The 5 V outputs shall be continuous while the 24 V may be continuous or switched, model dependent. Switched 24 V shall be regulated by signals from the Controller.
3. The T3-PSU-1 shall be a switched 24 VDC, 4 A power supply for use in powering T3-TBU's in systems that exceed the power provided by the Controller's internal power supply module. It shall be remotely switched on when the system is powered up, allowing the TBUs to be powered up in a controlled sequence.
4. The Power Supply Units shall be enclosed in cases constructed of 18-gauge cold rolled steel with a rust-preventative zinc plate finish. A conduit knock-out shall be provided for a 1/2" conduit fitting. The Power Supply Units shall be designed for various mounting positions.

I. Paging Amplifiers

1. The Paging Amplifier shall be a Telecor model TEL-60 or approved equal. The amplifier shall deliver an audio output of 60 Watts RMS at less than 0.05% harmonic distortion. Hum and noise levels shall be more than 80 dB below rated output. Frequency response shall be 40 - 15,000 Hz \pm 1 dB. Frequency response shall be 20 - 20,000 Hz \pm 1 dB when used with the optional Telecor T2 Extended Range Output Transformer.
2. The amplifier shall be provided with both 600 Ω balanced and 10k Ω unbalanced inputs. The input sensitivity shall be selectable between 100 mV and 1 V by means of a rear panel selector switch. A "low cut" switch shall be provided on the rear panel to attenuate low frequency signals below 100 Hz. The output shall be transformer isolated, with 4 Ω , 8 Ω , +25 V and +70 V constant voltage taps.
3. The input level shall be adjustable by means of an input attenuator. The attenuator shall be recessed and shall be adjusted by means of a screwdriver, thereby avoiding casual or accidental setting changes. A security cover for the attenuator shall also be provided.
4. The amplifier shall incorporate a 27 dB range VU meter with 10 LED's providing a 3 dB resolution scale in the display. A "CLIP" LED indicator shall be employed to indicate excessive input levels or an overloaded output condition.
5. The amplifier shall incorporate current limiting protection circuitry that activates whenever the amplifier is overloaded by overdriving, by connection to an excessive load or by a short circuit, limiting current to the speaker load. A warning LED shall illuminate to indicate the presence of an overload condition. When activated, the current limiting protection circuitry shall gradually lower amplifier output to safe operation levels until the cause of the overload or short is corrected thereby protecting the amplifier while still allowing audio output.

6. The amplifier shall incorporate thermal sensors to detect an excessive heat build-up and shall gradually lower amplifier output to safe operation levels to prevent any damage to internal components. The heat sink temperature shall be monitored and a warning LED shall illuminate to indicate an unusual temperature rise. When activated, the heat sensing protection circuitry shall gradually lower amplifier output to safe operation levels until the cause of the excessive heat is corrected thereby protecting the amplifier while still allowing audio output.

J. Audio Monitoring System (AMS)

1. The Audio Monitoring System shall be a Telecor AMS or approved equal. The Audio Monitoring System shall be designed to provide audio surveillance with the ability to generate an alarm when sound at a monitored location exceeds preset audio parameters.
2. The system shall use intercom stations or speakers as microphones to monitor an area.
3. The system shall be capable of monitoring up to 100 stations (100 channel capacity) per AMS system. When the system is optionally configured to provide additional relay contacts for the control of auxiliary devices, the system shall monitor up to 50 stations (50 channel capacity).
4. The system shall monitor up to 5 preset audio patterns for alarm recognition (known as "Alarm Conditions"). The system shall monitor for all 5 Alarm Conditions simultaneously. Alarm Conditions shall be unique to each channel.
5. The system shall have an Alarm Condition that consists of a defined audio level and a specified time interval. Additional parameters of pattern recognition shall include audio levels with repeated intervals and audio patterns that are relative to both fixed and varying ambient noise conditions.
6. The system shall monitor for the following 5 distinct Alarm Conditions:
 - a. Alarm Condition 1: The system shall monitor for audio rising above an absolute amplitude (dB) for a fixed duration (sec).
 - b. Alarm Condition 2: The system shall monitor for audio rising above an absolute amplitude (dB) and amplitude relative to ambient noise (dB) for a fixed duration (sec).
 - c. Alarm Condition 3: The system shall monitor for audio rising above an absolute amplitude (dB) for a fixed duration (sec). Alarm Condition 3 shall have different programmed variables from Alarm Condition 1.
 - d. Alarm Condition 4: The system shall monitor for audio rising above an absolute amplitude (dB) and relative amplitude (dB) for a fixed duration (sec). Alarm Condition 4 shall monitor for audio with repeated intervals (1 to 10) that occur within a certain amount of time (sec).
 - e. Alarm Condition 5: The system shall monitor for audio falling below an absolute amplitude (dB) for a fixed duration (sec).
7. The system shall have a dynamic range of 60 dB for each channel and shall detect noise patterns within that range.
8. The Audio Monitoring System shall have each channel calibrated independently to compensate for variations in speaker sensitivity, which may be affected by size, design, tapping or cabling line loss
9. The Audio Monitoring System shall not employ a "Day -- Night Switch" but shall be programmed to automatically register changes in ambient noise while maintaining constant monitoring of the pre-set parameters and their relationship to the changing ambient thereby eliminating the need for operator adjustments between daytime and night-time settings.
10. In applications where the Audio Monitoring System is used in conjunction with an intercom system, the Audio Monitoring System shall, upon the detection of an alarm, initiate a call to a Control Console. The call shall be clearly identified from other types of calls made to the communications system. The location of the call shall be displayed on

Consoles equipped with caller ID displays and the intercom system shall be capable of establishing two-way communications with the alarmed locations. When the conversation is completed, the intercom system shall automatically reset and cancel the alarm activation on the Audio Monitoring System.

11. The Audio Monitoring System shall provide the facility for external contacts to disable individual channels. Channels that are disabled shall be displayed on the front panel by uniquely illuminating the corresponding channel LED.
 12. The Audio Monitoring System shall incorporate a false alarm cancel feature. If an alarm is determined to be false, activation of a switch shall cancel the alarm and automatically reprogram the amplitude variable for the alarm condition. This shall desensitize that channel from similar audio conditions in the future.
 13. The Audio Monitoring System shall provide multiple methods of cancelling an alarm, which include accessing the front panel, self-cancelling after a predetermined elapsed time or by accessing the room through the intercom system
 14. The Audio Monitoring System shall provide an RS-232 serial data port for the connection of a PC. It shall be possible from the PC to provide the following features and functions:
 - a. Uploading and downloading of user-programmable software to facilitate remote software changes.
 - b. Executing on-site or off-site diagnostics using standard modems.
 - c. Continuous activity logging and reporting of events with the date and time of occurrence, the channel that initiated the alarm, the specific alarm parameter that triggered the alarm and the amount of time that was required to respond to the alarm.
 - d. Displaying a graph of the audio levels (SPL) from any of the channels on a video monitor. The image shall be displayed in real-time and pause in the event of an alarm to enable detailed analysis of the audio patterns. The duration and amplitude of the audio parameters shall be measured in seconds and decibels. The user shall position cursors at specific points, which shall be controlled from the computer keyboard.
- K. Intercom Station Audio Adjustment
1. The Security Communication System shall have the ability to electronically adjust the Talk Level and Listen Response for each Intercom Station.
 2. Adjusting the Talk Level shall determine the volume heard at the Intercom Station, which shall eliminate the need to physically re-tap Intercom Station speakers. Adjusting the Listen Response shall improve the intelligibility of voice communications heard at the Console by shaping the characteristics of each Intercom Station to the acoustical environment of its location
 3. The Talk Level and Listen Response shall have the ability to be electronically adjusted locally for each Intercom Station rather than globally. This shall enable rooms with divergent acoustical conditions to provide optimum sound quality. Adjustments shall be conducted with the Editor application, which shall allow a connection with the Controller to hear the results in real-time.
 4. To adjust the Talk Level of audio going to Intercom Station speakers, the Editor software shall include an Intercom Talk Level slide control. Raising or lowering the slide control shall increase or decrease the audio level.
 5. The Listen Sensitivity for each Intercom Station shall have the ability to be adjusted. This shall allow intelligibility to be further improved by taking into account the variables that affect listen quality, such as voice levels, distances between the users and the intercom, and locations with high ambient noise levels
 6. The Intelligibility Control Circuitry (ICC) in the Controller shall gently and unobtrusively raise the low level audio and compress the high level audio. The Listen Sensitivity control shall set the "target" output level and the Controller shall gently boost signals that drop

below the target and smoothly lower those that rise above it. Operation shall be configurable and then automatic and completely transparent.

7. To deal with ambient noise, the Intelligibility Control Circuitry (ICC) shall employ an automatic gain control to effectively raise the intercom audio above the noise floor. By properly setting the Listen Sensitivity, the listen level shall be automatically adjusted relative to the user's voice rather than the background noise.
8. Listen Sensitivity control shall be used for speakers in quiet or large rooms where the occupant is located far away from the Intercom Station. In such rooms, raising the Listen Sensitivity shall provide additional gain, allowing the occupant to be heard. Automatic gain shall be employed to provide a constant audio level should the speech level increase.
9. Should the audio of the speaker increase for any reason, compression shall be employed to provide a constant level to the listener at the Control Console.
10. For Intercom Stations that have similar acoustical environments, the Intercom Station Template of the Editor shall be used. With the Intercom Station Template, the Talk Level and Listen Response of all existing and future Intercom Stations shall be adjusted simultaneously as a global pool of stations. An Intercom Station shall still have the ability to be adjusted independent of the Template without affecting those in the global pool.

L. System Editor Software

1. The T3-SC Editor shall be a Windows®-based software application for configuring a Security Communication System. The Editor shall provide a Tree-View Control that displays items in a hierarchical order for selecting parameters and options when configuring a Security Communication System.
2. The Editor shall provide a high level of flexibility in the Security Communication System through the method in which Controller functions, which are designated as Actions, are executed. These Actions shall be programmed to execute with the activation of an input, dry contact or other Controller functions such as answering a call-in, which shall be designated as Triggers
3. The Editor shall offer the following Actions: System Command Actions to execute all other System functions, and Serial Port Message Actions to send serial messages to a Remote Device, such as a PLC or PC
4. The Security Communication System shall easily integrate with other systems, such as a PLC or PC. Integration shall allow the System to control other System functions, while allowing other systems to execute Security Communication System functions.
5. Serial Port Message Actions shall be created to be issued during System operations, enabling the System to control remote system functions. The construction of Serial Port Messages shall be based on the format the remote system uses to execute functions. For the remote system to control system functions, it shall send serial messages to the Controller. By creating Inbound Commands with the Editor, these serial messages shall be accepted by the Controller and cause it to execute the appropriate function.

2.3.2 COMPUTER EQUIPMENT

A. Embedded Computers

1. Provide four (4) new embedded computers to replace the existing Security Control Computers in the control rooms that operate the security system. The specification are designed around the Advantech UNO-2171 embedded computer: part number UNO-2171-P12BE
 - a. Specifications: Pentium M 1.4GHz processor, 1GB RAM, Two RS232 & Two RS232/422/485, Two 10/100Base-T RJ-45 ports, Two USB, Windows XP, No fans or spinning media allowed.

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2. Provide one (1) new SPARE embedded computer to be placed in storage as a backup, configured and ready for drop-in replacement in the existing Security Control Computers System. The specification are designed around the Advantech UNO-2171 embedded computer: part number UNO-2171-P12BE as shown above

B. Monitors

1. Provide four (4) new Touch Monitors to replace the existing Security Control monitors in the control rooms that operate the security system. The specification are designed around the Touch Systems, Inc Model W series: part number W122990R-UM
 - a. Specifications: 22" widescreen desktop touch monitor, 5-wire resistive touch technology, wide aspect ratio, DVI VGA video outputs.
2. Provide one (1) spare Touch Monitors to be placed in storage as a backup and ready for drop-in replacement in the existing Security Control Computers System. The specification are designed around the Touch Systems, Inc Model W series: part number W122990R-UM

C. Uninterruptable Power Supply

1. Provide APC Back-UPS Pro 1000 uninterruptable power supplies (UPS) for each Security Control computer and for each Telecor Controller, total of eight (8) supplies.
 - a. Line Interactive UPS, 670watts, 1000VA, 120 input, Output 120vac, interface port DB-9, RS-232

C. Media Converters and Switches

1. Provide one (1) Managed Ethernet Switch with Three Fiber ports. The specification are designed around the Moxa Model EDS series: part number EDS-408A-3M-SC.
 - a. Specifications: Entry level managed ethernet switch with five 10/100 BaseT(X) ports and three 100Based FX multimode ports with SC connectors, 0 to 60 degrees C operating temperatures.
2. Provide three (3) Unmanaged Ethernet Switch with Two Fiber ports. The specification is designed around the Moxa Model EDS series: part number EDS-208A-MM-SC.
 - a. Specifications: Unmanaged Ethernet switch with six 10/100 BaseT(X) ports and two 100Based FX multimode ports with SC connectors, -10 to 60 degrees C operating temperatures.
3. Provide two (2) Serial-to-Fiber Media Converters. The specification is designed around the Moxa Model ICF series: part number ICF-1150-M-SC.
 - a. Specifications: Industrial RS-232/422/485 to multimode fiber converter, SC connector, 2 K.V isolation, 0 to 60 degrees C operating temperatures.

2.3.3 Enclosures

A. Custom Enclosure

1. The Intercom equipment will be housed in secure enclosures as shown in the contract drawings. The enclosure will be wall/floor mounted allowing all field connects to be made to a fixed stable surface. The EIA rack mount equipment will be housed inside the enclosure on a swinging rack to allow serviceability to the rear of the equipment. **NO** EIA stand alone rack enclosures will be allowed. All equipment must be serviceable from the front of the enclosure.

PART 3 - EXECUTION

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3.1 EXAMINATION

- A. Examine conditions, with the Installer present, for compliance with requirements and other conditions affecting the performance of the intercommunication system work.
- B. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install system in accordance with NFPA 70 and other applicable codes. Install equipment in accordance with manufacturer's written instructions.
- D. Wiring Within Enclosures: Provide adequate length of conductors. Bundle, lace, and train the conductors to terminal points with no excess. Provide and use lacing bars or tie wraps.
- E. Splices, Taps, and Terminations: Make splices, taps and terminations on terminal strips in junction, pull, and outlet boxes, terminal cabinets and equipment enclosures.

3.3 TESTING AND DEMONSTRATION

- A. The security automation system, excluding field devices, shall be assembled complete and 100% tested in the security automation system integrator's facility. This includes all applicable equipment cabinets, graphics, touchscreens, and any other component deemed necessary by the engineer to be demonstrated. All software for all systems shall be programmed and tested.
- B. The testing shall include attachment and proper operation of a typical field device to each and every point of field device connection. While testing is demonstrated to the engineer and owner, the engineer may randomly choose field device connection points to be connected and operated. Because the system shall be 100% tested, these field devices shall operate properly.
- C. The security automation system integrator shall notify the engineers and owners 30 days prior to shipment of the equipment that the test is ready and shall coordinate with them to organize the date of the demonstration.

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Provide services of a factory authorized service representative to supervise the field assembly and connection of components and testing, and adjustment of the system.
- C. Testing: Upon completion notify the Architect a minimum of 5 days in advance, of acceptance test performance schedule and conduct tests in his presence. Provide a written record of test results. This process shall be known as the "system validation".
- D. Operational Test: Perform an operational system test to verify conformance of system to these specifications.

- E. Inspection: Make observations to verify that units and controls are properly labeled, and interconnecting wires and terminals are identified.
- J. Retesting: Rectify deficiencies indicated by tests and completely retest work affected by such deficiencies at Contractor's expense. Verify by the system test that the total system meets the Specifications and complies with applicable standards.

3.6 COMMISSIONING

- A. Train Owner's maintenance personnel in the procedures and schedules involved in operating, programming, troubleshooting, servicing, and preventative maintenance of the system.
- B. Schedule training with Owner through the Architect, with at least seven days advance notice.

List of existing Intercom Call In Stations

"A" Building	Call In Location	Type	Address Number
	A069 Intercom	Threshold	10691
	A070 Intercom	Threshold	10701
	A075 Intercom	Threshold	10751
	A077 Intercom	Threshold	10771
	A078 Intercom	Threshold	10781
	A084 Intercom	Threshold	10841
	A085 Intercom	Threshold	10851
	A086 Intercom	Threshold	10861
	A087 Intercom	Threshold	10871
	A058A Intercom	Intercom	10451
	A058B Intercom	Intercom	10501
	A117 Intercom	Intercom	10601
	A059 Intercom	Intercom	10602
	A064 Intercom	Intercom	10603
	A062 Intercom	Intercom	10604
	A065 Intercom	Intercom	10651
	A068 Intercom	Threshold	10681
	A079A Intercom	Intercom	10002
	A079B Intercom	Intercom	10741
	A083A Intercom	Intercom	10831
	A088 Intercom	Intercom	10881
	A090B Intercom	Intercom	10901
	A099 Intercom	Threshold	10991
	A100 Intercom	Threshold	11001
	A098A Intercom	Intercom	10581
	A091 Intercom	Intercom	10921
	A115 Intercom	Intercom	11151
	A116 Intercom	Intercom	10001
	A079A Intercom	Intercom	10791
	A072 Intercom	Intercom	10721
	A113 Intercom	Intercom	11161
	Garage Entry Intercom	Intercom	10005
	A116 Intercom	Intercom	10001
	A080A Intercom	Intercom	10003

	Call In Location	Type	Address Number
"D" Building			
	D124 Intercom	Threshold	41241
	D105 Intercom	Intercom	41051
	D125 Intercom	Threshold	41251
	D132 Intercom	Intercom	41321
	D101 Intercom	Intercom	41011
	D118 Intercom	Intercom	41181
	D128 Intercom	Threshold	41281
	D106 Intercom	Intercom	41061
	D127 Intercom	Threshold	41271
	D140 Intercom	Intercom	41401
	D123 Intercom	Intercom	41231
	D134 Intercom	Intercom	41341
	D130 Intercom	Threshold	41301
	D102 Intercom	Intercom	41021
	D104 Intercom	Intercom	41041
	Outdoor Rec	Page Spkr	40001
	Dayroom D140	Page Spkr	40002
	Dayroom D118	Page Spkr	40003
	Dayroom D134	Page Spkr	40004
	Dayroom D105	Page Spkr	40005
	Dayroom D123	Page Spkr	40006

SECURITY AUTOMATION SYSTEM

17005-17

"B" Building			
	B145 Intercom	Threshold	21451
	B144 Intercom	Threshold	21441
	B143 Intercom	Threshold	21431
	B142 Intercom	Threshold	21421
	B141 Intercom	Threshold	21411
	B140 Intercom	Threshold	21401
	B235 Intercom	Threshold	22351
	B234 Intercom	Threshold	22341
	B233 Intercom	Threshold	22331
	B232 Intercom	Threshold	22321
	B231 Intercom	Threshold	22311
	B230 Intercom	Threshold	22301
	B138 Intercom	Threshold	21381
	B137 Intercom	Threshold	21371
	B136 Intercom	Threshold	21361
	B135 Intercom	Threshold	21351
	B227 Intercom	Threshold	22271
	B226 Intercom	Threshold	22261
	B225 Intercom	Threshold	22251
	B224 Intercom	Threshold	22241
	B130 Intercom	Threshold	21301
	B129 Intercom	Threshold	21291
	B128 Intercom	Threshold	21281
	B127 Intercom	Threshold	21271
	B219 Intercom	Threshold	22191
	B218 Intercom	Threshold	22181
	B217 Intercom	Threshold	22171
	B216 Intercom	Threshold	22161
	B122 Intercom	Threshold	21221
	B121 Intercom	Threshold	21211
	B120 Intercom	Threshold	11201
	B119 Intercom	Threshold	21191
	B213 Intercom	Threshold	22131
	B212 Intercom	Threshold	22121
	B211 Intercom	Threshold	22111
	B210 Intercom	Threshold	22101
	B110 Paging	Page Spkr	21102
	B108 Paging	Page Spkr	21082
	B139 Paging	Page Spkr	21392
	B133 Paging	Page Spkr	21332
	B126 Paging	Page Spkr	21262
	B117 Paging	Page Spkr	21172
	B115 Intercom	Threshold	20041
	B114 Intercom	Threshold	20031
	B123 Intercom	Intercom	21231
	B104A Intercom	Intercom	21131
	B103B Intercom	Intercom	21041
	B104B Intercom	Intercom	21001
	B139A Intercom	Intercom	21391

SECURITY AUTOMATION SYSTEM

17005-18

	B133A Intercom	Intercom	21331
	B126A Intercom	Intercom	21261
	B124 Intercom	Intercom	21043
	B117A Intercom	Intercom	21171
	B110 Intercom	Intercom	21101
	B108 Intercom	Intercom	21081
	B105 Intercom	Intercom	21051
	B103B Intercom	Intercom	21042
	B103A Intercom	Intercom	21031
	B102A Intercom	Intercom	21021
	B101 Intercom	Intercom	21011
	B103A Intercom	Intercom	21002
	B103C Intercom	Intercom	20001
	B203 Intercom	Threshold	20012
	B204 Intercom	Threshold	20022
	B205 Intercom	Threshold	20032
	B206 Intercom	Threshold	20042
	B112 Intercom	Threshold	20011
	B113 Intercom	Threshold	20021
	Kitchen Intercom	Intercom	11111
	Kitchen Intercom	Intercom	11071
	Kitchen Intercom	Intercom	11141
	B Sallyport Intercom	Intercom	21241
	B Sallyport Intercom	Intercom	21242

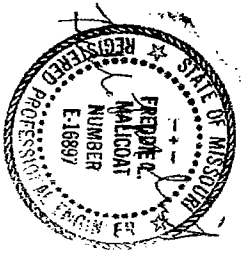
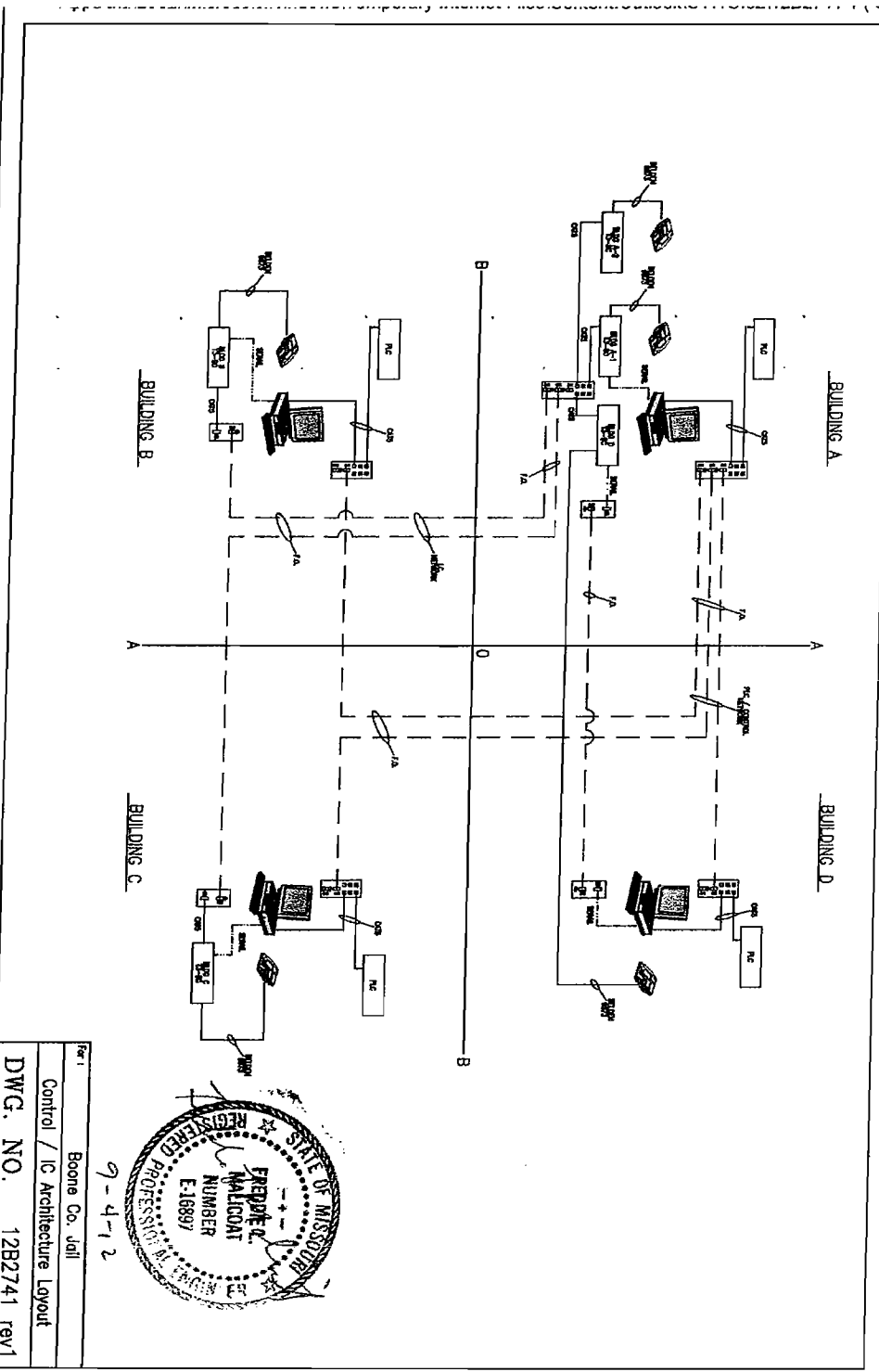
SECURITY AUTOMATION SYSTEM

I7005-19

"C" Building			
C141 Intercom	Threshold		31411
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C139 Intercom	Threshold		31391
C138 Intercom	Threshold		31381
C234 Intercom	Threshold		32341
C233 Intercom	Threshold		32331
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C231 Intercom	Threshold		32311
C133 Intercom	Threshold		31331
C132 Intercom	Threshold		31321
C131 Intercom	Threshold		31311
C130 Intercom	Threshold		31301
C226 Intercom	Threshold		32261
C225 Intercom	Threshold		32251
C224 Intercom	Threshold		32241
C223 Intercom	Threshold		32231
C126 Intercom	Threshold		31261
C125 Intercom	Threshold		31251
C124 Intercom	Threshold		31241
C123 Intercom	Threshold		31231
C220 Intercom	Threshold		32201
C219 Intercom	Threshold		32191
C218 Intercom	Threshold		32181
C217 Intercom	Threshold		32171
C117 Intercom	Threshold		31171
C116 Intercom	Threshold		31161
C115 Intercom	Threshold		31151
C114 Intercom	Threshold		31141
C212 Intercom	Threshold		32121
C211 Intercom	Threshold		32111
C210 Intercom	Threshold		32101
C209 Intercom	Threshold		32091
C111 Intercom	Threshold		31111
C110 Intercom	Threshold		31101
C109 Intercom	Threshold		31091
C108 Intercom	Threshold		31081
C206 Intercom	Threshold		32061
C205 Intercom	Threshold		32051
C204 Intercom	Threshold		32041
C203 Intercom	Threshold		32031
C103A Intercom	Intercom		31033
C100 Intercom	Intercom		31003
C101C Intercom	Intercom		30001
C101A Intercom	Intercom		31021
C101B Intercom	Intercom		31011
C106A Intercom	Intercom		21061
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C112 Intercom	Intercom		33113
C120 Intercom	Intercom		33121

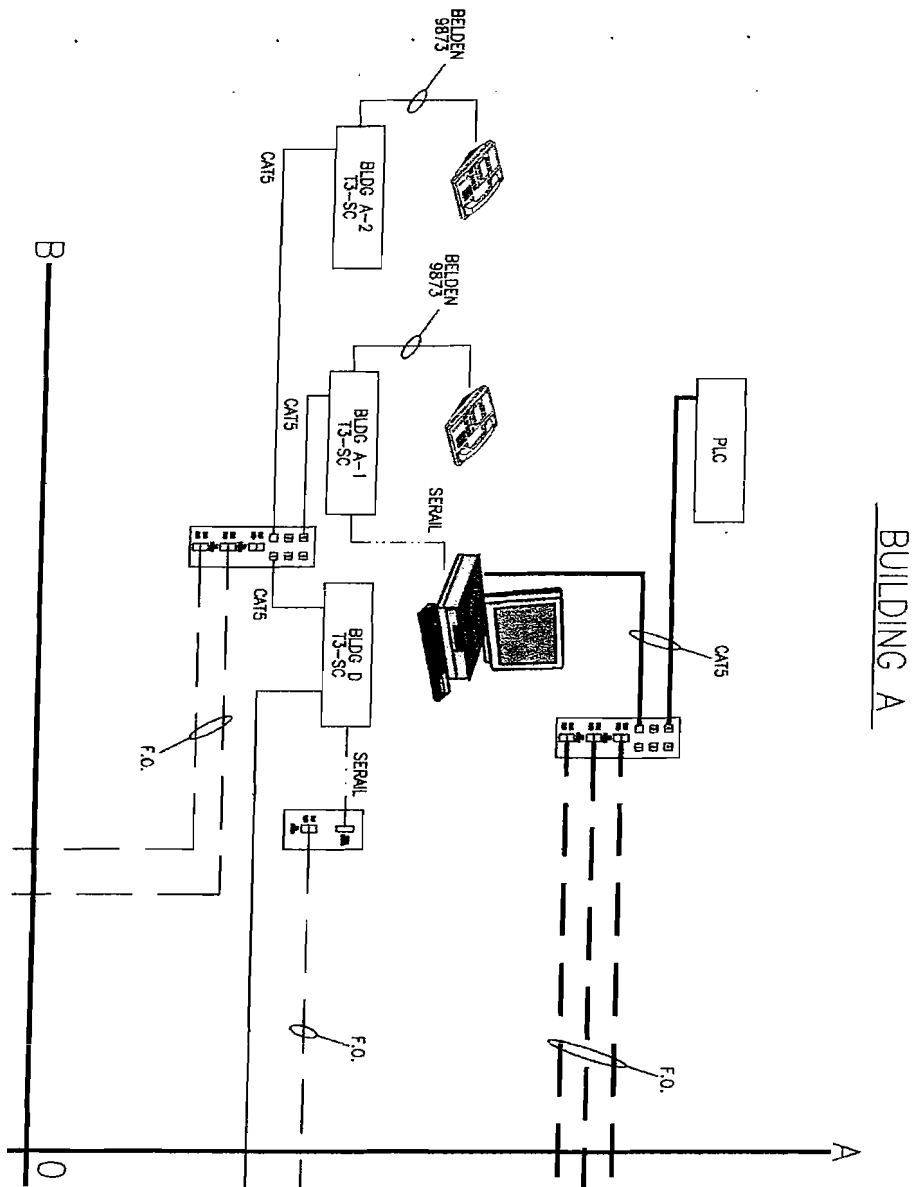
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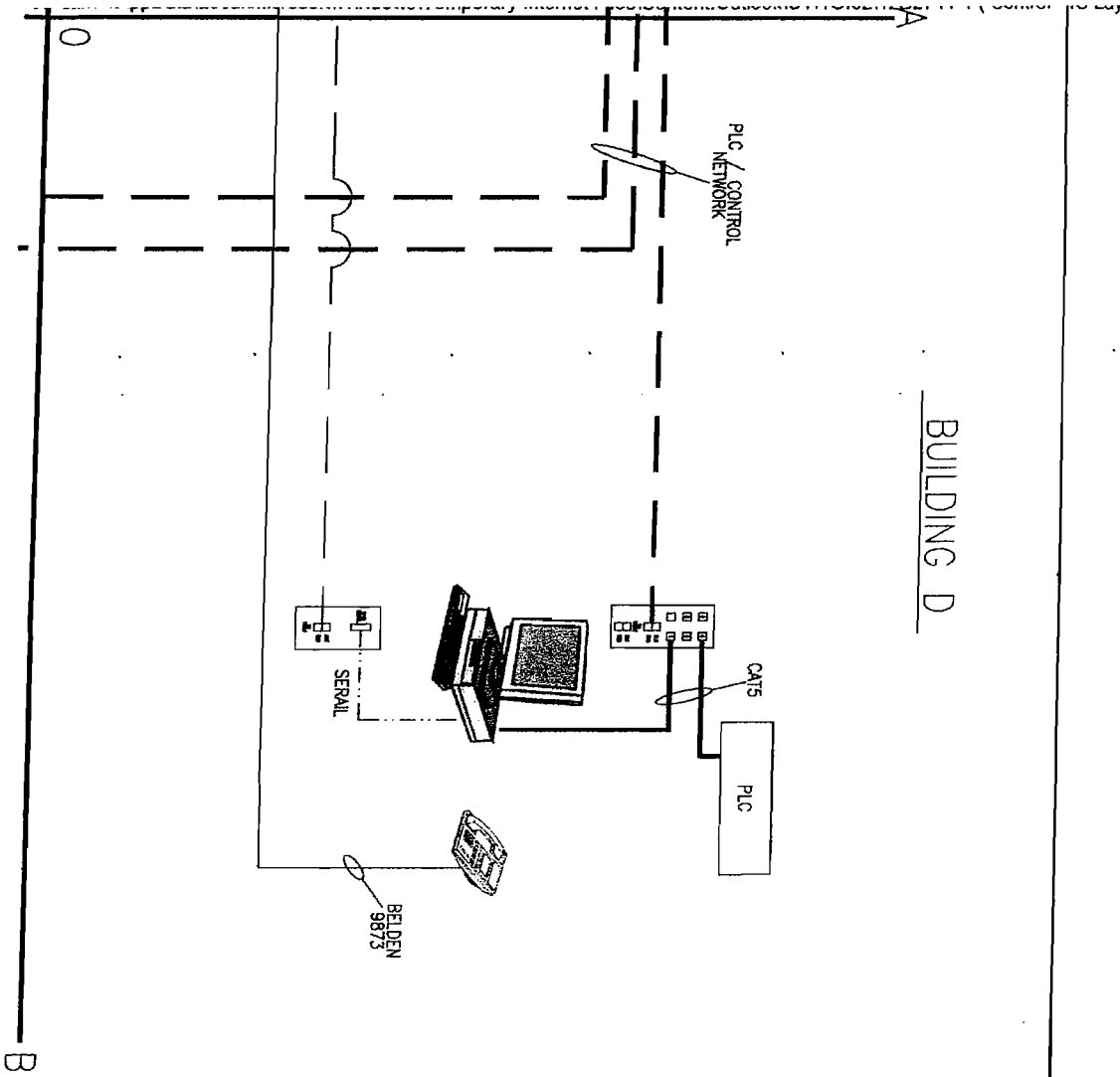
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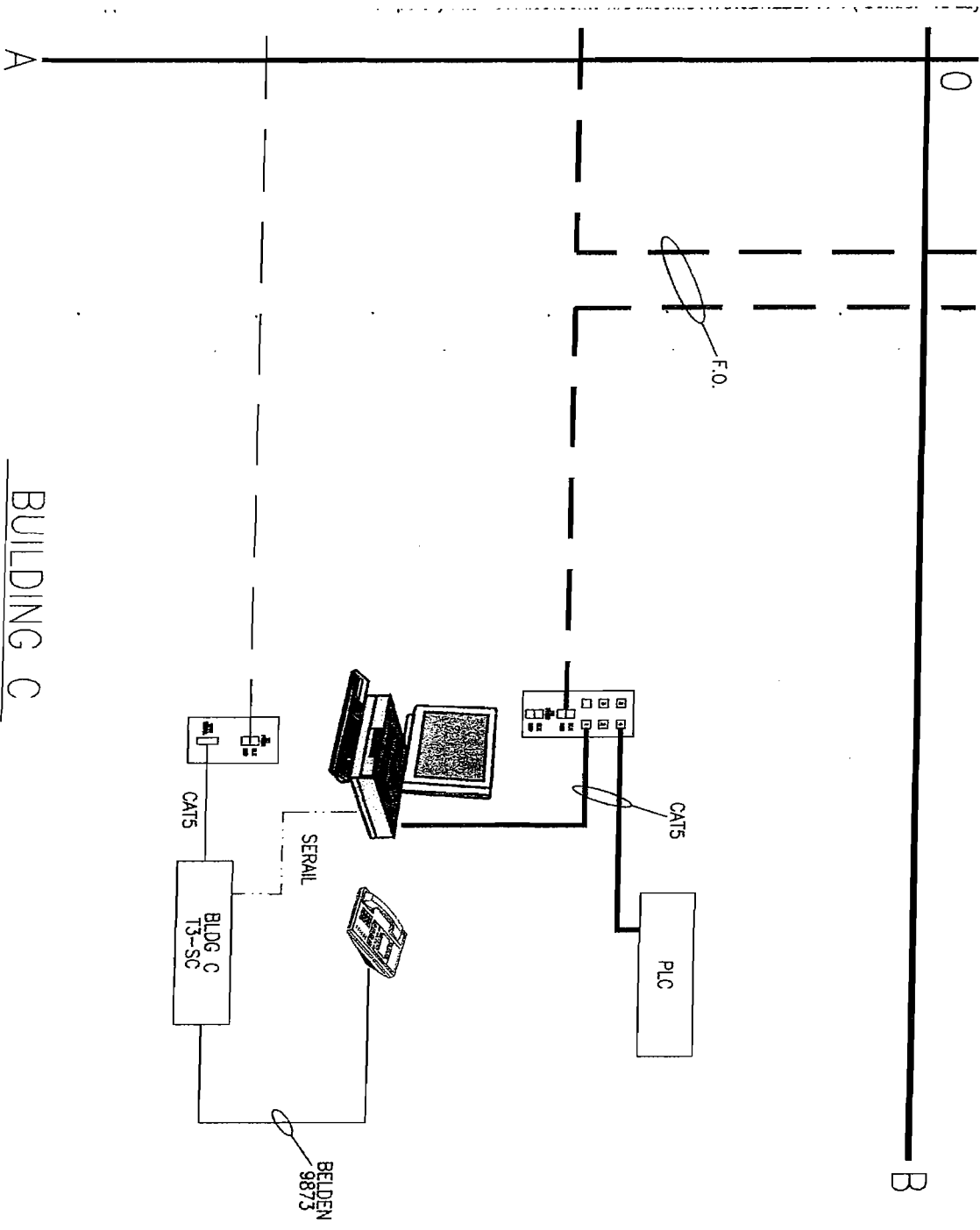


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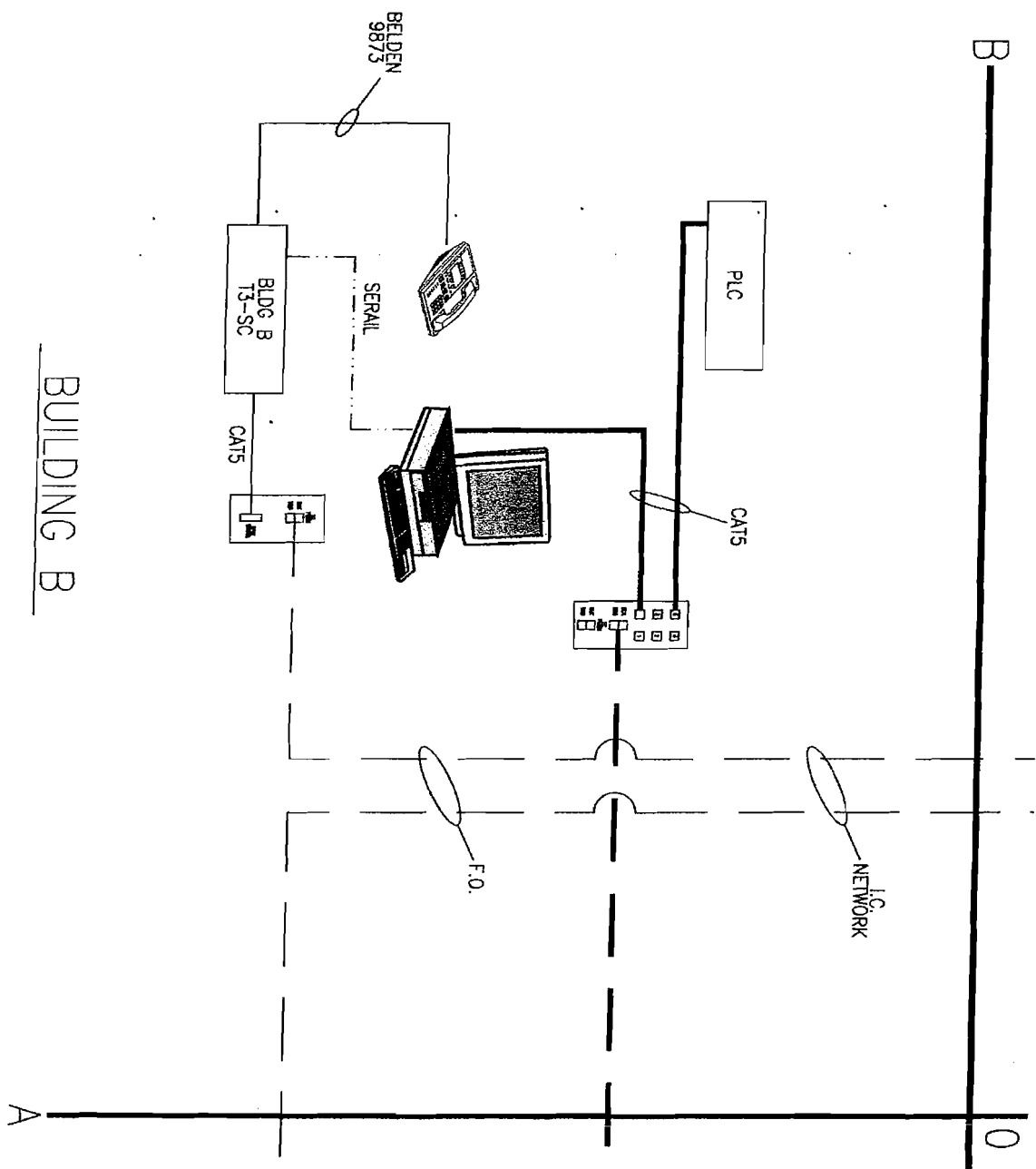
Boone Co. slll
Control / IC Architecture Layout
DWG. NO. 12B2741 rev1





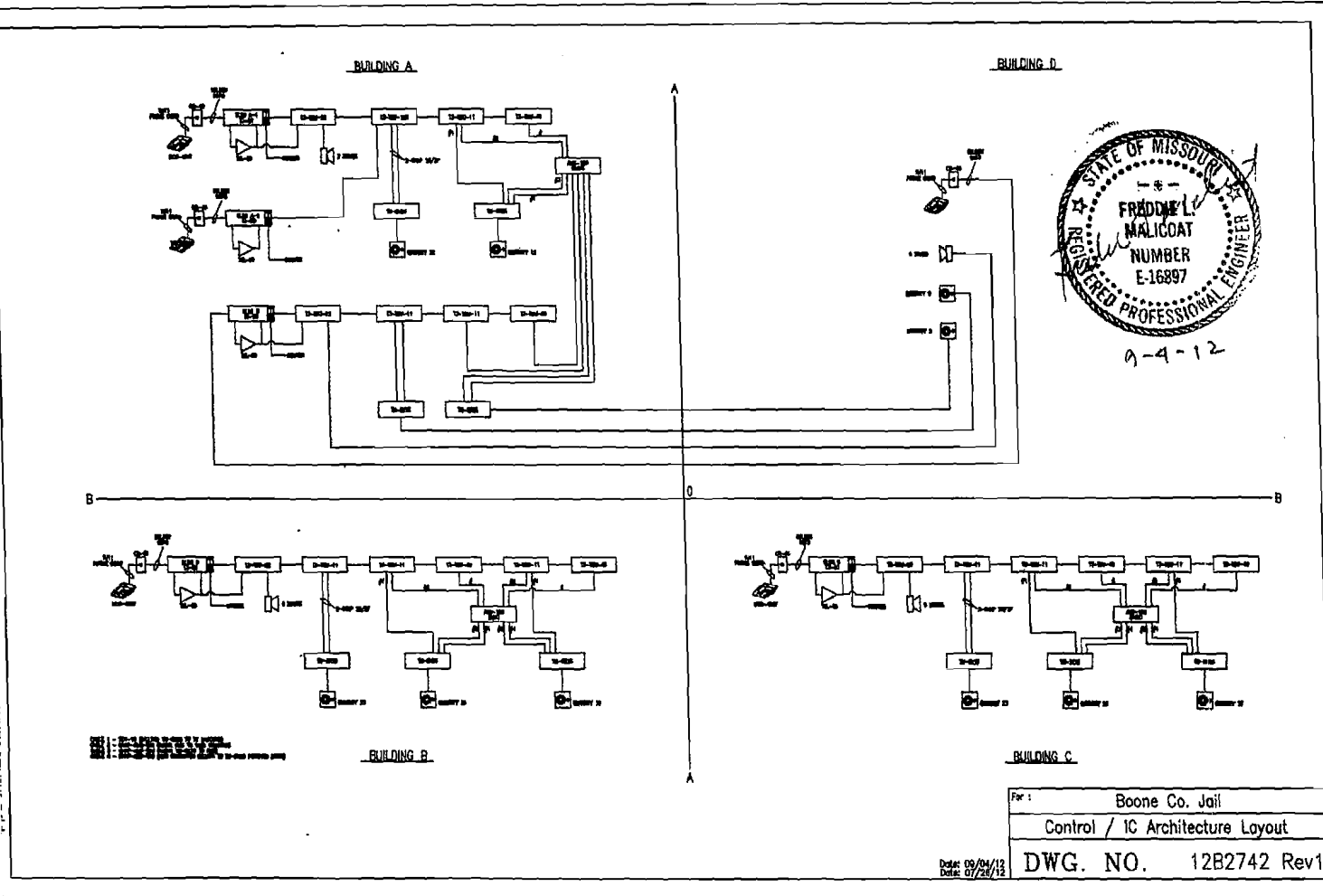


BUILDING C



BUILDING B

Boone Co. Jail Control / IC Architecture Layout



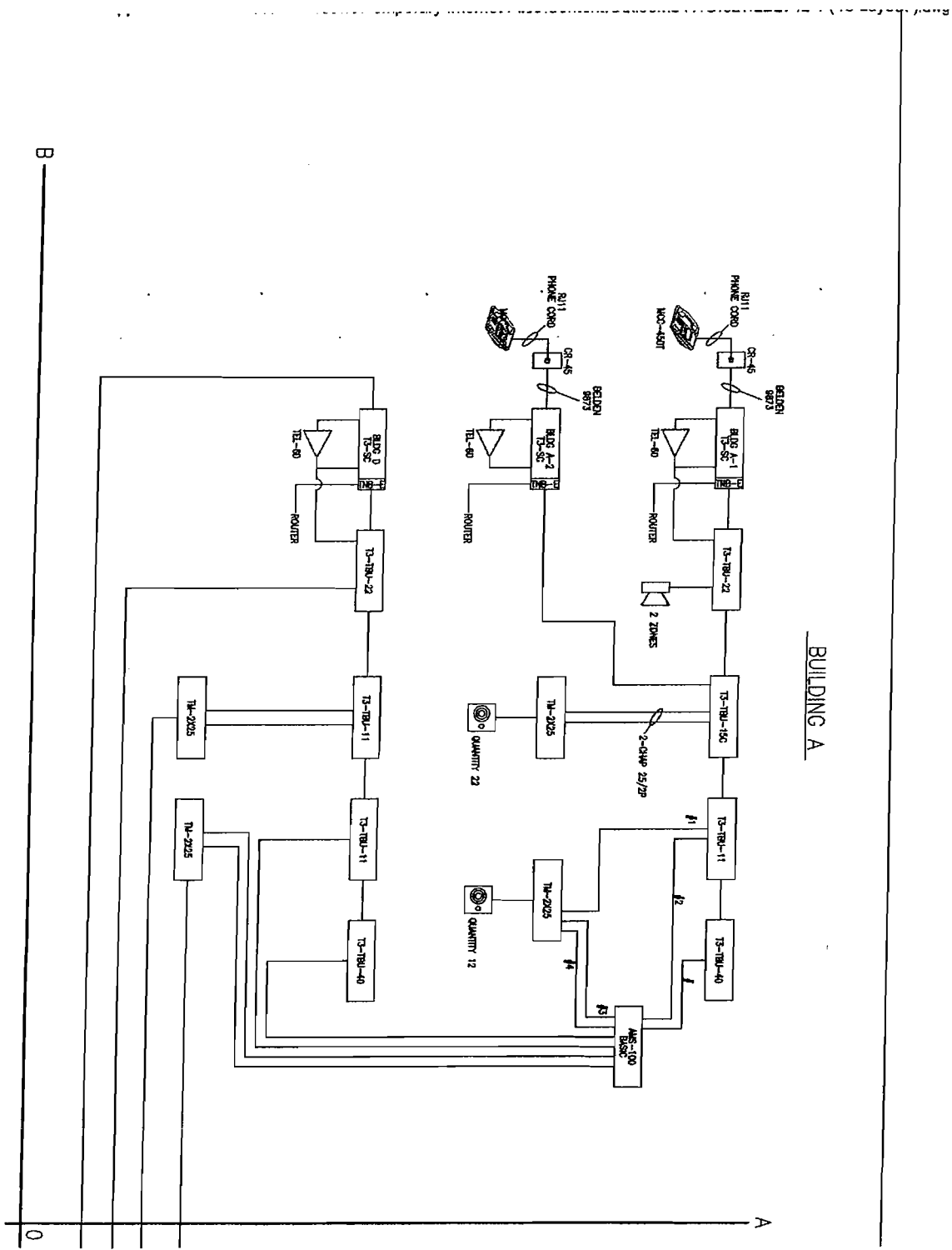
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 Date: 07/26/12

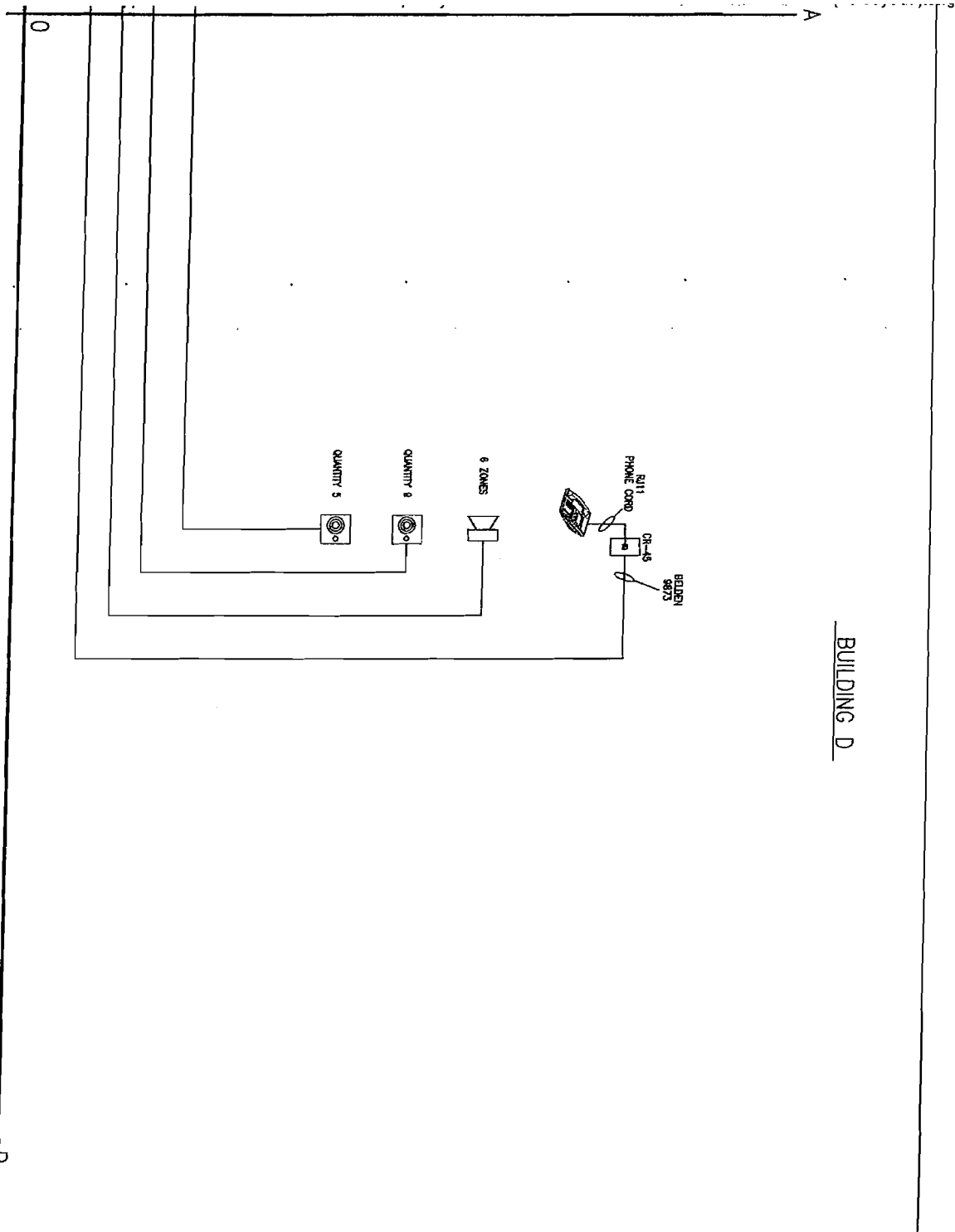
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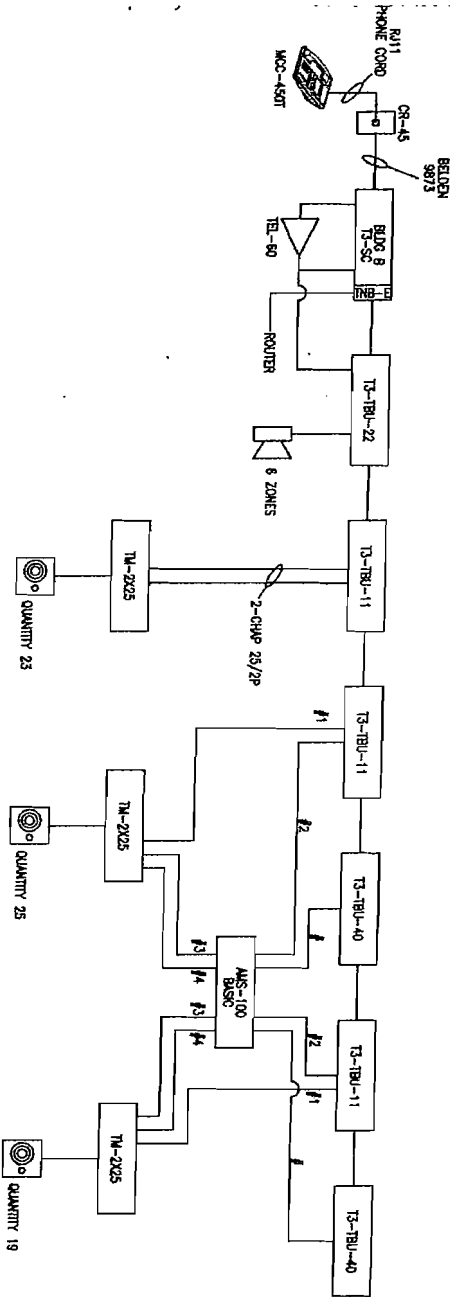
BUILDING A



BUILDING D

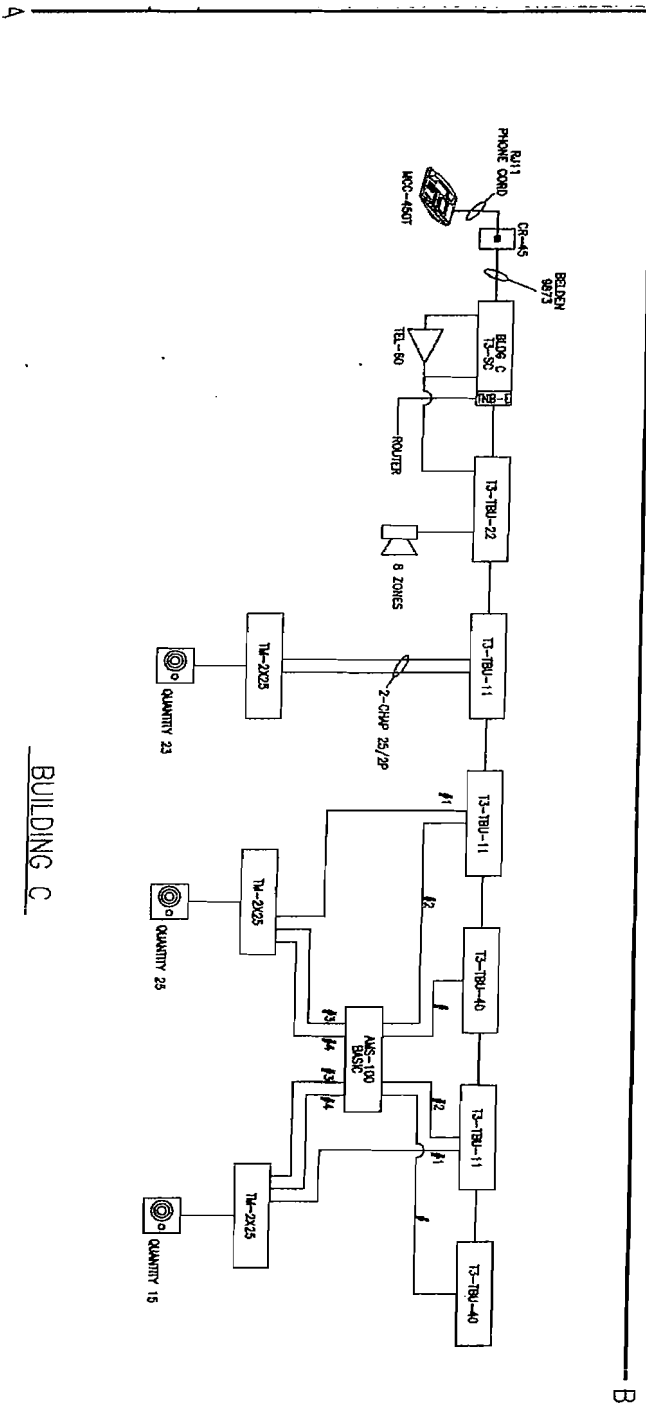
LE 1 - TRJ-15 (CALLING TM-2025 TO TB MESSAGES)
 LE 2 - CHAP-AMS-TBU (AUTO-ANS TO 555 MESSAGES)
 LE 3 - CHAP-AMS-TBU (AUTO-ANS TO 555 MESSAGES)
 LE 4 - CHAP-AMS-TBU (ANS GENERATED CALLS TO TM-2025 PUNCHED DOWN)

BUILDING B



A

0



BUILDING C

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

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 _____

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2012

Last Date Objections May Be Filed: April 9, 2012

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$30.76	66	60	\$18.81
Boilermaker			\$32.31	57	7	\$26.80
Bricklayer and Stone Mason			\$28.20	58	7	\$14.33
Carpenter			\$24.09	60	15	\$12.40
Cement Mason			\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction) Lineman			\$36.36	43	45	\$5.00 + 44.5%
Lineman Operator			\$31.39	43	45	\$5.00 + 44.5%
Groundman			\$24.27	43	45	\$5.00 + 44.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor	a		\$42.195	26	54	\$23.305
Operating Engineer						
Group I			\$25.81	86	66	\$21.43
Group II			\$25.81	86	66	\$21.43
Group III			\$24.56	86	66	\$21.43
Group III-A			\$25.81	86	66	\$21.43
Group IV			\$23.58	86	66	\$21.43
Group V			\$26.51	86	66	\$21.43
Pipe Fitter	b		\$34.25	91	69	\$23.18
Glazier	c		\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather						USE CARPENTER RATE
Linoleum Layer and Cutter						USE CARPENTER RATE
Marble Mason			\$20.62	124	74	\$12.68
Milwright			\$25.09	60	15	\$12.35
Ironworker			\$27.51	11	8	\$19.84
Painter			\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber	b		\$34.25	91	69	\$23.18
Pile Driver			\$25.09	60	15	\$12.35
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker			\$29.25	40	23	\$13.85
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

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.

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 19

3/12

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

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

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

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

b - All work over \$7 Mil. Total Mech. Contract - \$34.25, Fringes - \$23.16
 All work under \$7 Mil. Total Mech. Contract - \$32.91, Fringes - \$17.79

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

**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. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**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. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**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 eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

NO. 66: 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.

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

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

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

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

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

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NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

NO. 45: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$12.35
Millwright		\$29.52	7	16	\$12.35
Pile Driver		\$29.52	7	16	\$12.35
Electrician (Outside-Line Construction/Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$18.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I		\$24.89	21	5	\$21.33
Group II		\$24.54	21	5	\$21.33
Group III		\$24.34	21	5	\$21.33
Group IV		\$20.69	21	5	\$21.33
Oilier-Driver		\$20.69	21	5	\$21.33
Laborer					
General Laborer		\$25.16	2	4	\$10.92
Skilled Laborer		\$25.76	2	4	\$10.92
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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

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

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

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction/Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

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

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

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

**REPLACEMENT PAGE
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NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

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

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

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

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

NO. 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.

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

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

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW
(Return at Completion of Project)

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public



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

“No Bid” Response Form

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

If you do not wish to respond to this RFP 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.

RFP: 47-02OCT12 – Networked Fire Alarm Detection and Notification System for the Boone County Jail

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

CORSAIR CONTROLS INC

as Principal, hereinafter called Contractor, and AUTO OWNERS INSURANCE CO

a Corporation, organized under the laws of the State of ILLINOIS and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of 243,270.00 Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 12/11/2012 entered into a Contract with Owner for:

**BID NUMBER 47-02OCT12
Networked Fire Alarm Detection and Notification System for the Boone County Jail
BOONE COUNTY, MISSOURI**

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

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

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

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

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

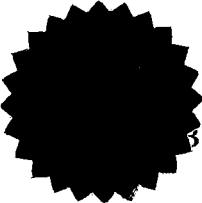
Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at HIGHLAND, IL, on this 5th day of december 20 12

Corstar Controls, Inc.
(Contractor)



BY: Adrian Rogier

AUTO OWNERS INSURANCE COMPANY
(Surety Company)

(SEAL)

BY: Adrian Rogier
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: ADRIAN ROGIER
Phone Number: 618-654-2151
Address: 1016 LAUREL ST
HIGHLAND, IL

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

_____ CORSAIR CONTROLS, INC _____,
as Principal, hereinafter called Contractor, and _____ AUTO-OWNERS INSURANCE CO _____

_____ a corporation organized under the laws of the State of _____ ILLINOIS _____,
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, for the use and benefit of claimants as herein below defined, in the amount of
_____ 243,270.00 _____ DOLLARS

(\$ _____ 243,270.00 _____), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated _____ 12/11/2012 _____ entered
into a contract with Owner for

BID NUMBER 47-02OCT12
Networked Fire Alarm Detection and Notification System for the Boone County Jail
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at HIGHLAND, IL on this 5th day of december²⁰ 12.

CONTRACTOR Corstar Controls, Inc. (SEAL)

BY: Alan Threinen

SURETY COMPANY AUTO-OWNERS INSURANCE CO

BY: Shirley S. [Signature]
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66148684

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint ADRIAN S ROGIER

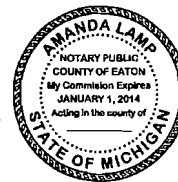
its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of October, 2012

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of October, 2012, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2014

Amanda Lamp Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 2nd day of October, 2012



William F. Woodbury, First Vice President, Secretary and General Counsel

*This power of attorney is attached to bond number 66148684, issued to CORSAIR CONTROLS INC on December 5th, 2012.



EXECUTION REPORT
(Detach and return with a copy of original bond.)

NO. 66148684

Agency Name SOUTHERN ILLINOIS UNDERWRITERS Agency Code 04-0619-00

Name of Principal CORSAIR CONTROLS INC Effective Date 12/11/2012

Mailing Address 190 WOODCREST DR, HIGHLAND, IL, 622491266 Premium Charge _____

Name of Obligee BOONE COUNTY MISSOURI Amount of Bond \$243,270.00

Address of Obligee 613 E ASH ST RM 110, COLUMBIA, MO 652014432 Type of Bond Quick Contract

COMPLETE AND ATTACH ALL PAPERS UNDER THIS REPORT THE SAME DAY THE BOND IS SIGNED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/12

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

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

PRODUCER SIUA Inc/Rogier Insurance 1016 Laurel St PO Box 98 Highland, IL 62249-0098 Rogier Insurance Agency, Inc.	618-654-2151	CONTACT NAME:
	618-654-3826	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Owners Insurance Company	NAIC # 32700
	INSURER B: Auto Owners Insurance	18988
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Corsair Controls Inc
190 Woodcrest Drive
Highland, IL 62249-1266

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		07848496	12/14/12	12/14/13	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Excluded
A	AUTOMOBILE LIABILITY	X		4484849600	12/14/12	12/14/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB	X		TO BE ISSUED	12/14/12	12/14/13	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	07235618	12/14/12	12/14/13	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Boone is Additional Insured under the General Liability coverage.

CERTIFICATE HOLDER	CANCELLATION
BOONECO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
County of Boone Boone County Commission 613 E. Ash, Room 110 Columbia, MO 65201	AUTHORIZED REPRESENTATIVE Rogier Insurance Agency, Inc.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PR

DATE (MM/DD/YYYY)
12/05/12

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

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

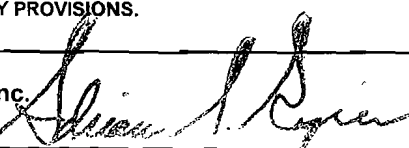
PRODUCER SJA Inc/Rogier Insurance 1016 Laurel St PO Box 98 Highland, IL 62249-0098 Rogier Insurance Agency, Inc.		618-654-2151 618-654-3826	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CORSA-1	FAX (A/C, No):
INSURED Corsair Controls Inc 190 Woodcrest Drive Highland, IL 62249-1266	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Owners Insurance Company		32700	
	INSURER B : Auto Owners Insurance		18988	
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	07848496	12/14/11	12/14/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ Excluded
A	AUTOMOBILE LIABILITY		4484849600	12/14/11	12/14/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		TO BE ISSUED	12/01/12	12/14/12	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 5,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		07235618	12/14/11	12/14/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Boone is Additional Insured under the General Liability coverage.

CERTIFICATE HOLDER BOONECO County of Boone Boone County Commission 613 E. Ash, Room 110 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rogier Insurance Agency, Inc. 
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602 -2012

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of December 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 56-20NOV12 – Copy Paper Term and Supply to Schriefer’s Office Equipment. The cost of the contract is \$34,569.07 and is a county-wide contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 27th day of December 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

602-2012

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: December 18, 2012
RE: RFB Award Recommendation: 56-20NOV12 Copy Paper Term and Supply

The Request for Bid for 56-20NOV12 Copy Paper Term and Supply closed on November 20, 2012. Two bid responses were received. Recommendation for award is Schriefer's Office Equipment for offering the lowest and best bid for Boone County.

Cost of the contract is \$34,569.07 and this is a county-wide contract. The bid tabulation is attached for your review.

cc: Bid File

602-2012

Bid Tabulation
56-20NOV12 - Copy Paper Term and Supply

4.7.	PRICING	Quantity	Shriever's Office Equipment		Smart Business Products	
			Unit Price	Extended Price	Unit Price	Extended Price
4.7.1.	Paper, Copy: Xerox 4200 (No Substitution Allowed) 8 1/2" x 11" 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 600 sheets per ream, 10 reams per case.	609	\$31.96	\$16,287.64	\$35.05	\$17,840.45
	Manufacturer:		Xerox		Xerox	
	Item #:		3R2047		3R2047	
4.7.2.	Paper, Copy: Generic 8 1/2" x 11" 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case.	488	\$28.50	\$13,908.00	\$28.50	\$13,908.00
	Manufacturer:		FLAMBEAU/CELLMARK		UNIVERSAL	
	Item #:		5008-PAPER PRO		UNV21200	
4.7.3.	Paper, Copy: Xerox 4200 or equivalent 8 1/2" x 11", 3-hole punch, 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case.	22	\$34.34	\$755.48	\$37.35	\$821.70
	Manufacturer:		XEROX		UNIVERSAL	
	Item #:		3R2841		UNV28230	
4.7.4.	Paper, Copy: Xerox 4200 or equivalent 8 1/2" x 14", 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case.	12	\$47.00	\$564.00	\$51.00	\$612.00
	Manufacturer:		Xerox		UNIVERSAL	
	Item #:		3R2051CT		UNV24200	
4.7.5.	Paper, Copy: Xerox 4200 or equivalent 11" x 17", 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 5 reams per case.	5	\$34.34	\$171.70	\$40.10	\$200.50
	Manufacturer:		Xerox		UNIVERSAL	
	Item #:		3R3781CT		UNV28110	
4.7.6.	Paper, Copy: Multipurpose Colored 8 1/2" x 11", 20 pound, 500 sheets per ream.	611	\$4.75	\$2,902.25	\$4.65	\$2,841.15
	Manufacturer:		UNIVERSAL		UNIVERSAL	
	Item #:		11201-11212		VARIES/SEE CATALOG	
4.7.7.	TOTAL COST:		\$34,668.07		\$36,223.80	
4.7.8.	Percent off list for any paper products not listed herein:		Varies/Website Pricing		Varies; usual contract pricing	
4.8.	Maximum Percentage Increase in Total Cost for any renewal period:		5.00%		3.00%	
4.9.	Delivery ARO:		1		1	
4.10.	Cooperative Purchasing? Y/N		Y		Y	

**PURCHASE AGREEMENT
FOR
COPY PAPER TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Schriefers Office Equipment** 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 **Copy Paper Term and Supply**, County of Boone Request for Bid number **56-20NOV12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **November 15, 2012** and executed by **Joe Bernskoetter** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on the **January 01, 2013** and extend through **December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two (2) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

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

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

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

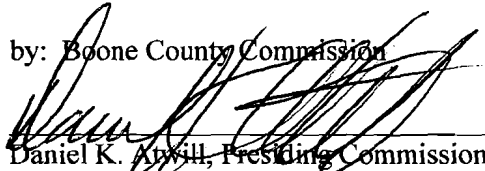
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/service are delayed or products/service delivered are not in conformity with 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.

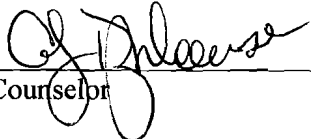
SCHRIEFERS OFFICE EQUIPMENT

by Joe Bernskoetter
 title Sr. Account Rep
 address 215 Metro Dr
Jefferson City, MO 65109

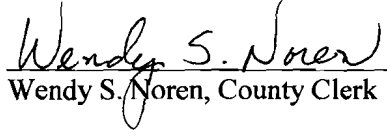
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Ansell, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk *my*

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.)

June Pitchford by jjj 12/19/12 Term & Supply
 Signature Date Appropriation Account No Encumbrance Required

4. Response Form

4.1. Company Name: Schriefer's
 4.2. Address: 215 Metro Dr.
 4.3. City/Zip: Jefferson City, MO 65109
 4.4. Phone Number: 573-636-7412
 4.5. Fax Number: 573-636-9303
 4.6. Federal Tax ID: 431746413

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

Instructions for Bidder: Please complete the unit price, extended price, manufacturer and item #.

4.7. PRICING	Quantity	Unit Price	Ext. Price
4.7.1. Paper, Copy: Xerox 4200 (No Substitution Allowed) 8 1/2" x 11," 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: <u>Xerox</u> Item #: <u>3R2047</u>	509 cases	\$ <u>31.96</u>	\$ <u>16,267.⁶⁴</u>
4.7.2. Paper, Copy: Xerox 4200 or equivalent: Generic 8 1/2" x 11," 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: <u>Flambeau/Cellmark</u> Item #: <u>5008 - Paper Pro</u>	488 cases	\$ <u>28.50</u>	\$ <u>13,908.⁰⁰</u>
4.7.3. Paper, Copy: Xerox 4200 or equivalent 8 1/2" x 11", 3-hole punch, 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: <u>Xerox</u> Item #: <u>3R2641</u>	22 cases	\$ <u>34.34</u>	\$ <u>753.²⁸</u>

4.7.4.	Paper, Copy: Xerox 4200 or equivalent 8 1/2" x 14", 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: <u>Xerox</u> Item #: <u>3R2051CT</u>	12 cases	\$ <u>47⁰⁰</u>	\$ <u>564⁰⁰</u>
4.7.5.	Paper, Copy: Xerox 4200 or equivalent 11" x 17", 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 5 reams per case Manufacturer: <u>Xerox</u> Item #: <u>3R3761CT</u>	5 cases	\$ <u>34.34</u>	\$ <u>171⁷⁰</u>
4.7.6.	Paper, Copy: Multipurpose Colored 8 1/2" x 11", 20 pound, 500 sheets per ream Manufacturer: <u>Universal</u> Item #: <u>11201-11212</u>	611 <u>reams</u>	\$ <u>4.75</u>	\$ <u>2902²⁵</u>

4.7.7. TOTAL COST (Sum of Extended Price for 4.7.1-4.7.6)

\$ 34,566.87

4.7.8. Percent off list for any paper products not listed herein:

Discount Varies
Website Pricing%

4.8. Maximum Percentage Increase In Total Cost for any renewal period: 5 %

4.9. Delivery After Receipt of Order: 1 Days

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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):

[Signature]

Date: 11/15/12

4.10.2. Print Name and Title of Authorized Representative

Joe Bernskoetter - Sr. Account Rep

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

County of Cole)
State of Missouri)ss
)

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

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

[Signature] 10/31/12
Affiant Date

Joe Bernskoetter
Printed Name

Subscribed and sworn to before me this 31st day of October, 2012.

ANTHONY PERRIGO
Notary Public - Notary Seal
STATE OF MISSOURI
County of Cole
My Commission Expires 9/04/2016
Commission # 12390961

[Signature]
Notary Public



Request for Bid (Bid)

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

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

Bid Data

Bid Number: **56-20NOV12**
Commodity Title: **Copy Paper Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – NOVEMBER 20, 2012**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **TUESDAY – NOVEMBER 20, 2012**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Instructions For Compliance With House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Standard Terms and Conditions
No Bid Response Form

1. Introduction and General Conditions of Bidding

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

1.2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, 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. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

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

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, 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 not award any item or group of items. The County also reserves the right to not award any items or group of items in the case that product/services can be obtained from cooperative MMPPC contracts or other governmental entities under more favorable terms.

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

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.7. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from **January 1, 2013 through March 31, 2014, and may be automatically renewed for an additional three (3) one year periods** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7.1. **CONTRACT EXTENSION** – After completion of the third renewal period, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

2. Primary Specifications

2.1. ITEMS TO BE PROVIDED – A Term and Supply contract for the Furnishing and Delivery of Copy Paper as detailed in the following specifications.

2.1.1. Estimated Quantity Used Per Year:

2.1.1.1. 509 cases: Copy Paper: Xerox 4200 - NO SUBSTITUTIONS ALLOWED – 8 ½” x 11,” 500 sheets per ream, 10 reams per case

2.1.1.2. 488 cases: Copy Paper: Generic 8 ½” x 11,” 500 sheets per ream, 10 reams per case

2.1.1.3. 22 cases: Copy Paper: Xerox 4200 or equivalent – 8 ½” x 11,” 3-hole punch, 500 sheets per ream, 10 reams per case

2.1.1.4. 12 cases: Copy Paper: Xerox 4200 or equivalent – 8 ½” x 14,” 500 sheets per ream, 10 reams per case

2.1.1.5. 5 cases: Copy Paper: Xerox 4200 or equivalent – 11” x 17”, 500 sheets per ream, 5 reams per case

2.1.1.6. 611 reams: Copy Paper: Assorted Colors – 8 ½” x 11,” 500 sheets per ream

2.2. COPY PAPER SPECIFICATIONS:

2.2.1. Where the word “colors” is a part of the specification for an item, the County intends this to mean the full line of sheet colors covering the brand of paper bid for that item. “Regular Colors” are minimally white, canary, pink, gray, ivory, green, and blue.

2.2.2. All ordered standard and special size paper must be uniformly cut with no variance in weight. All drilled paper must be cleanly drilled without any sheet distortion or drilling waste in the wrapper or between sheets.

2.2.3. All paper shall be cut so as to cause the grain to run parallel to the longest side (i.e. Grain Long), unless otherwise specified for a particular order.

2.3. ADDITIONAL INSTRUCTIONS

2.3.1. Samples: Boone County reserves the right to request samples after bids are opened and before the award is made. Samples must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.

2.3.2. Equal: Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.

2.3.3. Descriptive Literature: Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.

2.3.4. Performance: All paper supplied shall be manufactured to reproduce successfully in all high-speed copiers, laser printers and offset duplicators.

2.4. SUBSTITUTION: If during the term of the contract or any extensions thereof, the brand of paper bid is no longer sold by the contractor, then the contractor must select a replacement grade of the same quality and specifications as detailed in the contract. The contractor must then submit a substitution request, in writing, to the County, detailing the previous brand and the tentative replacement. The county reserves the right to accept or reject the substitute(s) within 30 days after the date of the request. Pricing for any accepted substitute items shall remain the same as in effect for the previous brand. Final acceptance is solely Boone County’s prerogative.

2.5. QUANTITIES: Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate.

2.6. AWARD: 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.

2.6.1. The County reserves the right to award to multiple vendors in order to fill the complete requirements and in the best interest of the County considering delivery and availability.

2.6.2. Should a need arise, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the contract.

2.7. INSPECTION: All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder’s expense for full credit or replacement at no additional cost to the County.

- 2.8. **BID CONTACT:** Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone (573) 886-4392; Facsimile (573) 886-4390 or email: arobbins@boonecountymo.org.
- 2.9. **DELIVERY:** Delivery shall be made FOB Destination, inside delivery to various designated County locations, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.9.1. **Delivery Locations:** Inside delivery will be provided at the following County sites in Columbia, Missouri:
Boone County Government Center, 801 E. Walnut; Sheriff Department, 2121 County Drive; Courthouse, 705 E. Walnut; Public Works, 5551 S. Hwy. 63; Annex Building, 613 E. Ash; Boone County Public Works Maintenance Warehouse, 5501 Oakland Drive; Juvenile Justice Center, 5665 Roger I. Wilson Drive
- 2.9.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.10. **PRICE** -The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.10.1. **Price Adjustment:** All pricing shall remain firm against any increase for 90 days from the effective date of the contract. After this period, a request for selective increases on an item by item basis, substantiated by documentation from the mill manufacturer, may be submitted, with the County reserving the right to accept or reject the increase(s) within 30 days after the date of the request. Any increase accepted shall become effective 30 days after the date of the request and shall remain firm for at least 90 days after acceptance. In the event of any decrease in price, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly and receive such decreases.
- 2.10.2. In the event the County is overcharged, the contractor shall refund the amount paid in excess of the lower price by crediting that amount on the next invoice.
- 2.10.3. 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.
- 2.11. **BILLING AND PAYMENTS** – Invoices shall be submitted to each individual County office. It is estimated there are 30 different offices and departments requiring separate billing. Invoices may be delivered with the materials and packing slip or may be mailed to each County office. Payment will be made within 30 days from receipt of an accurate monthly statement. Contractor shall provide each department with invoices and statements of account on a monthly basis noting any amounts and invoices past due.
- 2.11.1. **Billing and Usage Reports** – The contractor shall be required to provide the County Purchasing Department with quarterly usage reports. Each bidder must submit a sample of the various reports available with their bid.
- 2.12. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County through the contractor.
- 2.13. **RETURN OF GOODS** – County may cancel any purchase at any time for a full credit.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number and the due date and time.**
 - 3.2.2. **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

Instructions for Bidder: Please complete the unit price, extended price, manufacturer and item #.

4.7. PRICING		Quantity	Unit Price	Ext. Price
4.7.1.	Paper, Copy: Xerox 4200 (No Substitution Allowed) 8 1/2" x 11," 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: _____ Item #: _____	509 cases	\$ _____	\$ _____
4.7.2.	Paper, Copy: Xerox 4200 or equivalent: Generic 8 1/2" x 11," 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: _____ Item #: _____	488 cases	\$ _____	\$ _____
4.7.3.	Paper, Copy: Xerox 4200 or equivalent 8 1/2" x 11," 3-hole punch, 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: _____ Item #: _____	22 cases	\$ _____	\$ _____

4.7.4.	Paper, Copy: Xerox 4200 or equivalent 8 1/2" x 14" , 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: _____ Item #: _____	12 cases	\$ _____	\$ _____
4.7.5.	Paper, Copy: Xerox 4200 or equivalent 11" x 17" , 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 5 reams per case Manufacturer: _____ Item #: _____	5 cases	\$ _____	\$ _____
4.7.6.	Paper, Copy: Multipurpose Colored 8 1/2" x 11" , 20 pound, 500 sheets per ream Manufacturer: _____ Item #: _____	611 <i>reams</i>	\$ _____	\$ _____

4.7.7. **TOTAL COST** (Sum of Extended Price for 4.7.1-4.7.6) \$ _____

4.7.8. **Percent off list for any paper products not listed herein:** _____ %

4.8. **Maximum Percentage Increase In Total Cost for any renewal period:** _____ %

4.9. **Delivery After Receipt of Order:** _____ **Days**

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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. **Authorized Representative (Sign By Hand):** _____ **Date:** _____

4.10.2. **Print Name and Title of Authorized Representative**

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

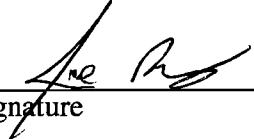
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Joe Benskehr - Sr. Account Rep
Name and Title of Authorized Representative

 12/13/12
Signature Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Boone County Purchasing

Amy Robbins
Senior Buyer



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

"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU **DO NOT** WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number **56-20NOV12 – Copy Paper Term and Supply**

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

SCHRIEFER'S OFFICE EQUIPMENT, INC
DUNS: 029810793 CAGE Code: 1RR92
Status: Active

215 METRO DR
JEFFERSON CITY, MO, 65109-1134,
UNITED STATES

Entity Overview

Entity Information

DUNS: 029810793
Name: SCHRIEFER'S OFFICE EQUIPMENT, INC
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 05/10/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.377.20121109-1908

WWW4

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of December 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid MM62 – Bituminous Material Term and Supply to three vendors, Coastal Energy Corporation, Missouri Petroleum, and Vance Brothers per terms stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

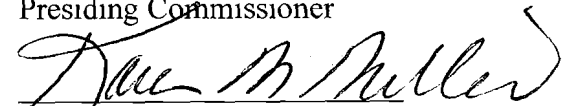
Done this 27th day of December 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 30, 2012
RE: MM62 – Bituminous Material – Term and Supply

COPY

The Bid for Bituminous Material Term and Supply closed on November 27, 2012. Three bids were received: Coastal Energy Corporation, Missouri Petroleum, and Vance Brothers. Purchasing and Public Works recommend award to all three vendors. The County will order each product from the Contractor offering the lowest price during each term of the contract. Contractors will be allowed to adjust prices for the renewal terms, provided proof of manufacturer's price increase can be furnished to the County. Proposed price increases will be evaluated at each renewal period by the County and City to determine if the contract will be renewed or re-bid. If renewed, purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.

These Term & Supply contracts will be paid out of department 2040 - PW Maintenance Operations, 2041 – Pavement Preservation, account number 26400 - Road Oil. \$136,000 is budgeted in 2040 and \$150,000 in 2041 for 2013.

Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Chet Dunn, Margaret Green, Public Works
Melinda Pope, City of Columbia
Bid File

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 27th day of DECEMBER 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Petroleum** 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 **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM62**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, as well as the Contractor's bid response executed by Michael Hartman 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 Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

2. Contract Duration - This initial agreement term shall be for the period **January 1, 2013 through April 30, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for five (5) additional four-month 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. The renewal periods shall be:

May 1, 2013 – August 31, 2013
September 1, 2013 – December 31, 2013
January 1, 2014 – April 30, 2014
May 1, 2014 – August 31, 2014
September 1, 2014 – December 31, 2014

3. Purchase - The County awarded contracts to three contractors for the products detailed within. The County will order each product from the Contractor offering the lowest price during each term of the contract. Any price increase at renewal term must be approved by the County Purchasing Department. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the County. Proposed price increases will be evaluated at each renewal period by the County and City to determine if the contract will be renewed or rebid. If renewed, purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.

The items shall be provided as required in the bid specifications and in conformity with the contract as needed and as ordered for the prices set forth in the Contractor's bid response. If the Primary Contractor with the low bid proposes a delivery schedule that is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier(s).

4. Delivery - Contractor agrees to deliver the items as specified within one (1) day after receipt of order.

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

additional fees for delivery or extra services 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 remain 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 it is the opinion of the Boone County Commission that delivery of products is 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.

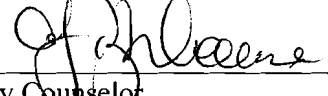
MISSOURI PETROLEUM

by  MIKE HARTMAN
 title TERRITORY MGR
 address 1620 WOODSON RD
ST. LOUIS, MO 63114

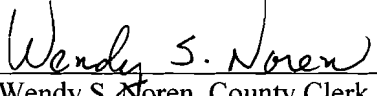
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk *mg*

AUDITOR CERTIFICATION

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


 Signature *by cog*

12/17/12
Date

2040/2041/26400 Term/Supply
No Encumbrance Required
 Appropriation Account

MM62 - Bituminous Material

BID TABULATION			Missouri Petroleum			Vance Brothers			Coastal Energy Corp		
ITEM NO.	QUANTITY	DESCRIPTION	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP
			UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL
			Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load
1	316,900 Gal	CRS-2	\$2.00	\$1.84	\$1.84	\$2.30	\$2.20	\$2.20	\$2.143	\$2.263	\$2.07
2	10,000 Gal	MC-3000	\$2.95	\$2.79	\$2.79	\$3.60	\$3.50	\$3.50	\$3.143	\$3.263	\$3.07
3	42,700 Gal	PEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.65	\$3.65	\$2.46
4	1-Full Tanker Load	SS-1	\$2.05	\$1.89	\$1.89	\$2.30	\$2.20	\$2.20	\$2.293	\$2.41	\$2.20
5	150,000 Gal	CRS-2P	\$2.39	\$2.23	\$2.23	\$2.60	\$2.50	\$2.50	\$2.583	\$2.69	\$2.39
6	1-Full Tanker Load	MC-800	\$2.97	\$2.81	\$2.81	\$3.60	\$3.50	\$3.50	\$3.32	\$3.43	\$3.23
7	1-Full Tanker Load	MC-30	\$3.13	\$2.97	\$2.97	\$3.75	\$3.65	\$3.65	\$3.54	\$3.64	\$3.46
8	42,700 Gal	AEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.59	\$2.70	\$2.50
9	150,000 Gal	CHFRS2-P	\$2.40	\$2.24	\$2.24	\$2.70	\$2.60	\$2.60	\$2.799	\$2.899	\$2.69
10	316,900 Gal	Emulsified Asphalt EA-90	\$2.05	\$1.89	\$1.89	\$2.40	\$2.30	\$2.30	\$2.179	\$2.289	\$2.09
11	150,000 Gal	Emulsified Asphalt EA-90P	\$2.44	\$2.28	\$2.28	\$2.60	\$2.50	\$2.50	No Bid	No Bid	No Bid
12	Per Hour	Demurrage Charge	\$80.00			\$70.00			\$70.00		
13		Demurrage Charge begins after _____ Hrs.	2			1.5			2		
COOP? (YES OR NO)			Yes			No			Yes		
Delivery Days after Receipt of Order			1			1			2		

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby 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 a part of this order.

Company Name:

Missouri Petroleum Products Company LLC

Address:

1620 Woodson Road

City/Zip:

St. Louis, MO 63114

Phone Number:

(314) 991-2180

Fax Number:

(314) 991-4037

Contract Representative Contact Name (Please print):

Mike Hartman

E-mail: mhartman@missouripetroleum.com

Federal Tax ID: 43-1845744

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Other (Specify) _____

When Organized: 1932

When Incorporated: 1980

Exempt From Tax Reporting? Yes ___ No X

Authorized Representative Signature: _____


Print Name and Title of Authorized Representative

Michael Hartman, Territory Manager

Date: 11-27-12

RESPONSE / PRICING PAGE

DELIVERED PRICES SHALL BE QUOTED FOB DESTINATION



ITEM NO.	QUANTITY (EST)	DESCRIPTION	DELIVERED UNIT PRICE/GAL Full Transport Load Minimum	PICKED UP UNIT PRICE/GAL 3000 GAL	PICKED UP UNIT PRICE/GAL Full Transport Load
1.	316,900 Gal	CRS-2	<u>2.00</u>	<u>1.84</u>	<u>1.84</u>
2.	10,000 Gal	MC-3000	<u>2.95</u>	<u>2.79</u>	<u>2.79</u>
3.	42,700 Gal	PEP	<u>no bid</u>	<u>no bid</u>	<u>no bid</u>
4.	1-Full Tanker Load	SS-1	<u>2.05</u>	<u>1.89</u>	<u>1.89</u>
5.	150,000 Gal	CRS-2P	<u>2.39</u>	<u>2.23</u>	<u>2.23</u>
6.	1-Full Tanker Load	MC-800	<u>2.97</u>	<u>2.81</u>	<u>2.81</u>
7.	1-Full Tanker Load	MC-30	<u>3.13</u>	<u>2.97</u>	<u>2.97</u>
8.	42,700 Gal	AEP	<u>no bid</u>	<u>no bid</u>	<u>no bid</u>
9.	150,000 Gal	CHFRS2-P	<u>2.40</u>	<u>2.24</u>	<u>2.24</u>
10.	316,900 Gal	Emulsified Asphalt EA-90	<u>2.05</u>	<u>1.89</u>	<u>1.89</u>
11.	150,000 Gal	Emulsified Asphalt EA-90P	<u>2.44</u>	<u>2.28</u>	<u>2.28</u>
12.	Per Hour	Demurrage Charge			<u>\$ 80.00 /hr</u>
13.		Demurrage Charge begins after <u>2</u> Hrs.			

The resulting contracts from this bid will be for the County of Boone – Missouri and the City of Columbia. Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County? Yes No

Delivery will be made within 1 days after receipt of order.

CRS-2

SPECIFICATION

Viscosity, Saybolt Furol at 25 C. sec.	---
Viscosity, Saybolt, Furol at 50 C, sec.	100-400
Sieve Test, percent, max.	0.10 ^b
Cement Mixing Test, percent, max.	---
Demulsibility ^a , 35 ml, 0.8% sodium dioctyl sulfosuccinate, percent, min.	40
Particle Charge Test	Positive
Distillation:	
Oil distillate, by volume of emulsion, percent, max.	3
Residue, percent, min.	65
Tests on Residue from Distillation:	
Penetration, 25 C, 100 g, 5 sec.	100-250
Ductility, 25 C, 5 cm/min., cm., min.	40
Solubility in trichloroethylene, percent, min.	97.5

- * If the particle charge test result is inconclusive, materials having a maximum pH value of 6.7 will be acceptable.
- a The demulsibility test shall be made within 30 days from date of shipment.
- b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.

1015.3.2 Type MC Liquid Asphalt. This material shall be produced by fluxing an asphaltic base with suitable petroleum distillates. The material shall show no separation or curdling prior to use and shall not foam when heated to the application temperature. The material shall conform to the requirements of Table II for the grade specified in the contract.

TABLE II - Type MC Liquid Asphalt										
Tests	Grade									
	MC-30		MC-70		MC-250		MC-800		MC-3000	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Water, percent	—	0.2	—	0.2	—	0.2	—	0.2	—	0.2
Flash point (Tag open cup), degrees C	38	—	38	—	66	—	66	—	66	—
Viscosity, 60 C, centistokes	30	60	70	140	250	500	800	1600	3000	6000
Distillation test:										
Distillate, percentage by volume of total distillate to 360 C:										
to 225 C	—	25	—	20	—	10	—	—	—	—
to 260 C	40	70	20	60	15	55	—	35	—	15
to 315 C	75	93	65	90	60	87	45	80	15	75
Residue from distillation to 360 C, volume percentage of sample by difference	50	—	55	—	67	—	75	—	80	—
Tests on residue from distillation:										
Penetration, 25 C 100 g, 5 sec	120	250	120	250	120	250	120	250	120	250
Ductility, 5 cm/min, cm (1)	100	—	100	—	100	—	100	—	100	—
Solubility in trichloroethylene, percent	99.0	—	99.0	—	99.0	—	99.0	—	99.0	—

SS-1H	
Viscosity, SFS, 25 C, SFS.	20-100
Viscosity, SFS, 50 C, SFS.	---
Sieve Test ^a , percent, max.	0.10 ^b
Cement Mixing Test, percent, max.	2.0
Demulsibility ^c , 35 ml, 0.02 N CaCl ₂ , (1.11g/L) percent, min.	---
Distillation: Oil distillate, by volume of emulsion, percent, max. Residue, percent, min.	--- 57
Tests on residue from distillation: Penetration, 25 C, 100 g, 5 sec., dmm Ductility, 25 C, 5 cm/min., cm., min.	40-90 40
Solubility in trichloroethylene, percent, min.	97.5
Float Test, 60 C, sec., min.	---

- a This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.
- c The demulsibility test shall be made within 30 days from date of shipment.

Table III - Polymer Modified Asphalt Emulsion		
Test	CRS-2P	
	Min	Max
Viscosity, SSF @ 50 C	100	400
Storage Stability Test (2), 24 hour, percent	---	1
Classification Test	Pass	---
Particle Charge Test	Positive	---
Sieve Test, 850 um mesh, percent	---	0.3
Demulsibility, 0.02 N CzC1 ₂ percent	---	---
Distillation:		
Oil Distillate by volume of emulsion, percent	---	3
Residue from distillation (3), percent	65	---
Test on Residue from Distillation:		
Penetration, 25 C 100 g, 5 sec	100	200
Ductility, 4 C, 5 cm/minute, cm	30	---
Ash (4), percent	---	1
Float Test at 60 C, sec	---	---
Elastic Recovery (5) percent	58	---

- (1) All test are performed in accordance with AASHTO T 59 except as noted.
- (2) In addition to AASHTO T 59, upon examination of the test cylinder and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.
- (3) AASHTO T 59 modified to maintain a 204 , 5 C maximum temperature for 15 minutes.
- (4) AASHTO T 11, Ash in Bituminous Material.
- (5) Condition the ductilometer and samples to be treated at 10 C.
 Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85 - 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in its elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ recovery} = \frac{20 - X}{20} \times 100$$

**CHFRS-2P
SPECIFICATIONS**

TEST	SPECIFICATIONS	
	<u>Minimum</u>	<u>Maximum</u>
Viscosity, Saybolt Furol @ 122° F, SEC	75	400
Polymer Content, Percent by Weight of the Distillation Residue	3	---
Storage Stability Test, 1 Day, %	---	1
Demulsibility, 35 ML 0.8% Sodium Dioctyl Sulfosuccinate, %	60	---
Sieve Test, %	---	0.10
Particle Charge Test	Positive	
DISTILLATION TEST: (1)		
Oil Distillate, by Volume of Emulsion, %	---	0.5
Residue, % by WT	65	---
TEST ON DISTILLATION RESIDUE:		
Softening Point, °F	130	
Float Value at 140° F, Sec	1200	---
Penetration, 77° F, 100 G, 5 Sec	80	130
Viscosity @ 140° F, Poise	1300	---
Solubility in Trichloroethylene, %	95	---
Elastic Recovery @ 10o C (50° F), % (2)	55	---

- (1) Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- (2) Elastic Recovery @ 10°C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

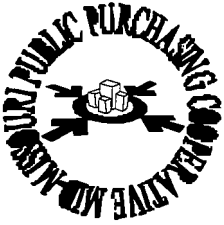
EA-90	
Viscosity, SFS, 25 C, SFS.	---
Viscosity, SFS, 50 C, SFS.	50-500
Sieve Test ^a , percent, max.	0.50
Cement Mixing Test, percent, max.	---
Demulsibility ^c , 35 ml, 0.02 N CaCl ₂ , (1.11g/L) percent, min.	---
Distillation: Oil distillate, by volume of emulsion, percent, max. Residue, percent, min.	4 65
Tests on residue from distillation: Penetration, 25 C, 100 g, 5 sec., dmm Ductility, 25 C, 5 cm/min., cm., min.	90-150 ---
Solubility in trichloroethylene, percent, min.	97.5
Float Test, 60 C, sec., min.	1200

- a This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- b A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.
- c The demulsibility test shall be made within 30 days from date of shipment.

Table III - Polymer Modified Asphalt Emulsion		
Test	EA-90P	
	Min	Max
Viscosity, SSF @ 50 C	100	400
Storage Stability Test (2), 24 hour, percent	---	1
Classification Test	---	---
Particle Charge Test	---	---
Sieve Test, 850 um mesh, percent	---	0.3
Demulsibility, 0.02 N CzC1 ₂ percent	30	---
Distillation:		
Oil Distillate by volume of emulsion, percent	---	3
Residue from distillation (3), percent	65	---
Test on Residue from Distillation:		
Penetration, 25 C 100 g, 5 sec	100	200
Ductility, 4 C, 5 cm/minute, cm	25	---
Ash (4), percent	---	1
Float Test at 60 C, sec	1200	---
Elastic Recovery (5) percent	58	---

- (1) All test are performed in accordance with AASHTO T 59 except as noted.
- (2) In addition to AASHTO T 59, upon examination of the test cylinder and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.
- (3) AASHTO T 59 modified to maintain a 204 , 5 C maximum temperature for 15 minutes.
- (4) AASHTO T 11, Ash in Bituminous Material.
- (5) Condition the ductilometer and samples to be treated at 10 C.
 Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85 - 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in its elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ recovery} = \frac{20 - X}{20} \times 100$$



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Sheet 1 of 9

Bid Number:

(MM62)

Date of Bid:

(11/02/12)

Buyer Contact Name: Melinda Bobbitt, CPPB, Director of Boone County Purchasing

Phone Number: (573) 886-4391 Fax Number: (573) 886-4390 E-mail: mbobbitt@boonecountymo.org

Bid Closing:

Date: November 27, 2012

Time: 10:30 A.M.

Commodities or Service Requested: **BITUMINOUS MATERIAL - Term and Supply**

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing

613 East Ash Street, Room 110

Columbia, MO 65201



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The County reserves the right to award to one or multiple respondents.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.
8. Cooperative Member Agencies reserve 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 Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award - Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com/Purchasing>.**

a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.

b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.

12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

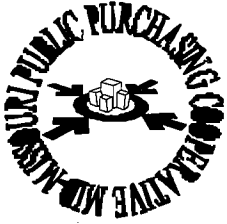
a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.

b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.

14. **Payment:** The bituminous material will not be paid for until it has been applied or delivered thirty (30) days in order for the Cooperative representative to determine that it complies with the requirements of the specifications. When in the opinion of the Cooperative representative the bituminous material has complied with the requirements of the Specifications, then monthly payments will be made.



GENERAL PROVISIONS

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the *No Bid Response Form* will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
 - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. **TERMINATION FOR CONVENIENCE:**

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. **TERM & SUPPLY CONTRACT DEFINED:**

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

13. **FUND ALLOCATION:**

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

14. **OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. **HAZARDOUS MATERIAL:**

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. **DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. **RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. **EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. **AMERICANS WITH DISABILITIES ACT:**

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



SPECIFICATIONS FOR BITUMINOUS MATERIALS

The Mid-Missouri Public Purchasing Cooperative wishes to purchase **bituminous asphalt mixtures**, which will be used in road maintenance programs. Entities participating in this request include the County of Boone and City of Columbia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders.

Contract Term: The initial contract period shall be from **January 1, 2013 through April 30, 2013**. The contract may be extended beyond the expiration date for five (5) additional 4-month periods through **December 31, 2014**. Any price increases at renewal term must be approved by the Cooperative Representative. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the Cooperative Representative. **Proposed price increases will be evaluated at each renewal period by the County and City and purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.**

All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, section 1015, and any revisions thereto, together with the specifications contained herein.

Materials shall be delivered FOB Destination to the Boone County Public Works Department located at 5551 Highway 63 South, Columbia, Missouri, or the City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered or picked up on an "as needed" basis at the request of Boone County or the City of Columbia.

The unit price shall include **ALL** delivery and unloading expenses. All delivered purchases will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **AASHTO T40-78 (1986)**. Emulsified asphalt shall be tested in accordance with **AASHTO T59-881**.

Specification sheets shall be included with bid from each Bidder for each product bid.

A certification of chemical analysis shall be provided by the supplier and accompany each load that is delivered.

Quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. The Cooperative reserves the right to increase or decrease the quantities shown in order to meet its operating requirements. Boone County anticipates utilizing either the Pep product **or** the AEP product.

SPECIFICATIONS FOR PENETRATING EMULSIFIED PRIME (PEP)

All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130 F. (16-54 C.).

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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

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.

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.

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.

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.

RESPONSE / PRICING PAGE



DELIVERED PRICES SHALL BE QUOTED FOB DESTINATION

ITEM NO.	QUANTITY (EST)	DESCRIPTION	DELIVERED UNIT PRICE/GAL Full Transport Load Minimum	PICKED UP UNIT PRICE/GAL 3000 GAL	PICKED UP UNIT PRICE/GAL Full Transport Load
1.	316,900 Gal	CRS-2	_____	_____	_____
2.	10,000 Gal	MC-3000	_____	_____	_____
3.	42,700 Gal	PEP	_____	_____	_____
4.	1-Full Tanker Load	SS-1	_____	_____	_____
5.	150,000 Gal	CRS-2P	_____	_____	_____
6.	1-Full Tanker Load	MC-800	_____	_____	_____
7.	1-Full Tanker Load	MC-30	_____	_____	_____
8.	42,700 Gal	AEP	_____	_____	_____
9.	150,000 Gal	CHFRS2-P	_____	_____	_____
10.	316,900 Gal	Emulsified Asphalt EA-90	_____	_____	_____
11.	150,000 Gal	Emulsified Asphalt EA-90P	_____	_____	_____
12.	Per Hour	Demurrage Charge			\$ _____/hr
13.		Demurrage Charge begins after _____ Hrs.			

The resulting contracts from this bid will be for the County of Boone – Missouri and the City of Columbia. Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County? _____ Yes _____ No

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

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby 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 a part of this order.

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

Fax Number: _____

Contract Representative Contact Name (Please print): _____

E-mail: _____

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature: _____

Print Name and Title of Authorized Representative _____

Date: _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

“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: MM62 – Bituminous Material – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Search Results

Current Search Terms: missouri* petroleum*

Your search for "Missouri* Petroleum*" returned the following results...

Entity	ENERGY PETROLEUM CO.	Status:	Active
DUNS:	031031453 +4:	CAGE Code:	38CU7
Has Active Exclusion?:	No	DoDAAC:	
View Details			
Entity	ST. JOE PETROLEUM CO.	Status:	Active
DUNS:	043933225 +4:	CAGE Code:	03PV6
Has Active Exclusion?:	No	DoDAAC:	
View Details			
Entity	MILITARY PETROLEUM AND WATER SYSTEMS, INC.	Status:	Active
DUNS:	132122297 +4:	CAGE Code:	3F4L6
Has Active Exclusion?:	No	DoDAAC:	
View Details			
Entity	DR PETROLEUM SERVICES, LLC	Status:	Active
DUNS:	147258300 +4:	CAGE Code:	6FSM5
Has Active Exclusion?:	No	DoDAAC:	
View Details			
Entity	MID-STATE PETROLEUM EQUIPMENT, INC.	Status:	Active
DUNS:	155232838 +4:	CAGE Code:	4RS87
Has Active Exclusion?:	No	DoDAAC:	
View Details			
Entity	UNITED PETROLEUM SERVICE INCORPORATED	Status:	Active
DUNS:	031106677 +4:	CAGE Code:	0NNR7
Has Active Exclusion?:	No	DoDAAC:	
View Details			



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Missouri Petroleum Products Company, LLC
1620 Woodson Rd.
St. Louis MO 63114-6179

NAME AND ADDRESS OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input checked="" type="checkbox"/> CONTINUOUS	<input checked="" type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	3/31/2013		WC2-641-431768-912	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: AR,IL,KS,LA,MO,PA,TX	
				EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
				Bodily Injury By Disease \$1,000,000 Policy Limit	
				Bodily Injury By Disease \$1,000,000 Each Person	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> CLAIMS MADE	3/31/2013		TB2-641-431768-922 General Liability Includes XCU, Severability of Interest, Contractual Liability and Per Project Aggregate Applies	General Aggregate \$2,000,000	
				Products / Completed Operations Aggregate \$2,000,000	
				Each Occurrence \$1,000,000	
				Personal & Advertising Injury \$1,000,000 Per Person / Organization	
				Other Damages to premises rented to you \$100,000	
				Other	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	3/31/2013		AS2-641-431768-932	Each Accident - Single Limit \$1,000,000 B.L. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER					

RETRO DATE

ADDITIONAL COMMENTS
RE: #MM62-Bituminous Material
County of Boone, Missouri is an additional insured under the General Liability and Automobile Liability policy if required by a written contract with the Named Insured, but only for the coverage and limits provided by the policy and the additional insured endorsement. General Liability policy includes contractual liability and explosion, collapse and underground coverage.
This certificate cancels and supersedes all previously issued certificates.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **60** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

County of Boone, Missouri
Attn: Purchasing
613 E. Ash Street, Room 110
Columbia MO 65301

Laura Rudolph

Laura Rudolph

AUTHORIZED REPRESENTATIVE

St. Louis / 0442
12250 Weber Hill Road
St. Louis MO 63127 800-392-9223 12/7/2012
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 27th day of DECEMBER 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Coastal Energy Corporation** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM62**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, Chad Odle's e-mail dated February 8, 2011, as well as the Contractor's bid response executed by Chad Odle 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 Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

2. Contract Duration - This initial agreement term shall be for the period **January 1, 2013 through April 30, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for five (5) additional four-month 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. The renewal periods shall be:

May 1, 2013 – August 31, 2013
September 1, 2013 – December 31, 2013
January 1, 2014 – April 30, 2014
May 1, 2014 – August 31, 2014
September 1, 2014 – December 31, 2014

3. Purchase - The County awarded contracts to three contractors for the products detailed within. The County will order each product from the Contractor offering the lowest price during each term of the contract. Any price increase at renewal term must be approved by the County Purchasing Department. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the County. Proposed price increases will be evaluated at each renewal period by the County and City to determine if the contract will be renewed or rebid. If renewed, purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.

The items shall be provided as required in the bid specifications and in conformity with the contract as needed and as ordered for the prices set forth in the Contractor's bid response. If the Primary Contractor with the low bid proposes a delivery schedule that is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier(s).

4. Delivery - Contractor agrees to deliver the items as specified within two (2) days after receipt of order.

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

additional fees for delivery or extra services 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 remain 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:

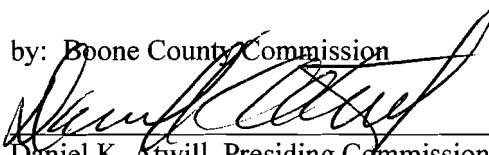
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications 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.

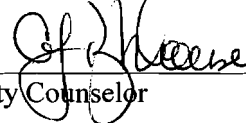
COASTAL ENERGY CORPORATION

by Chad Odle
 title Asphalt Rep
 address PO Box 218
Willow Springs MO 65793

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

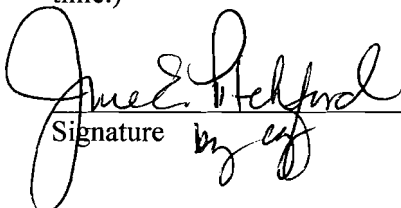

 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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


 Signature *my*

12/17/12
 Date

2040/2041/26400 Term/Supply
No Encumbrance Required
 Appropriation Account

MM62 - Bituminous Material

BID TABULATION			Missouri Petroleum			Vance Brothers			Coastal Energy Corp		
ITEM NO.	QUANTITY	DESCRIPTION	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP
			UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL
			Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load
1	316,900 Gal	CRS-2	\$2.00	\$1.84	\$1.84	\$2.30	\$2.20	\$2.20	\$2.143	\$2.263	\$2.07
2	10,000 Gal	MC-3000	\$2.95	\$2.79	\$2.79	\$3.60	\$3.50	\$3.50	\$3.143	\$3.263	\$3.07
3	42,700 Gal	PEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.65	\$3.65	\$2.46
4	1-Full Tanker Load	SS-1	\$2.05	\$1.89	\$1.89	\$2.30	\$2.20	\$2.20	\$2.293	\$2.41	\$2.20
5	150,000 Gal	CRS-2P	\$2.39	\$2.23	\$2.23	\$2.60	\$2.50	\$2.50	\$2.583	\$2.69	\$2.39
6	1-Full Tanker Load	MC-800	\$2.97	\$2.81	\$2.81	\$3.60	\$3.50	\$3.50	\$3.32	\$3.43	\$3.23
7	1-Full Tanker Load	MC-30	\$3.13	\$2.97	\$2.97	\$3.75	\$3.65	\$3.65	\$3.54	\$3.64	\$3.46
8	42,700 Gal	AEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.59	\$2.70	\$2.50
9	150,000 Gal	CHFRS2-P	\$2.40	\$2.24	\$2.24	\$2.70	\$2.60	\$2.60	\$2.799	\$2.899	\$2.69
10	316,900 Gal	Emulsified Asphalt EA-90	\$2.05	\$1.89	\$1.89	\$2.40	\$2.30	\$2.30	\$2.179	\$2.289	\$2.09
11	150,000 Gal	Emulsified Asphalt EA-90P	\$2.44	\$2.28	\$2.28	\$2.60	\$2.50	\$2.50	No Bid	No Bid	No Bid
12	Per Hour	Demurrage Charge		\$80.00			\$70.00			\$70.00	
13		Demurrage Charge begins after _____ Hrs.		2			1.5			2	
COOP? (YES OR NO)			Yes			No			Yes		
Delivery Days after Receipt of Order			1			1			2		

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby 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 a part of this order.

Company Name:

Coastal Energy Corp.

Address:

PO Box 218

City/Zip:

~~2008~~ Willow Springs, MO 65793

Phone Number:

417-469-2777

Fax Number:

417-469-2294

Contract Representative Contact Name (Please print):

Chad Odle

E-mail: chad@coastal-fmc.com

Federal Tax ID: 43-1243469

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

When Organized: _____

When Incorporated: 1-1-1981

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature:

Chad Odle

Print Name and Title of Authorized Representative

Chad Odle Asphalt Rep

Date: 11-20-12

RESPONSE / PRICING PAGE

DELIVERED PRICES SHALL BE QUOTED FOB DESTINATION



ITEM NO.	QUANTITY (EST)	DESCRIPTION	DELIVERED UNIT PRICE/GAL Full Transport Load Minimum	PICKED UP UNIT PRICE/GAL 3000 GAL	PICKED UP UNIT PRICE/GAL Full Transport Load
1.	316,900 Gal	CRS-2	<u>\$2.143</u>	<u>\$2.263</u>	<u>\$2.07</u>
2.	10,000 Gal	MC-3000	<u>\$3.143</u>	<u>\$3.263</u>	<u>\$3.07</u>
3.	42,700 Gal	PEP	<u>\$3.65</u>	<u>\$3.65</u>	<u>\$2.46</u>
4.	1-Full Tanker Load	SS-1	<u>\$2.298</u>	<u>\$2.41</u>	<u>\$2.20</u>
5.	150,000 Gal	CRS-2P	<u>\$2.583</u>	<u>\$2.69</u>	<u>\$2.39</u>
6.	1-Full Tanker Load	MC-800	<u>\$3.32</u>	<u>\$3.43</u>	<u>\$3.23</u>
7.	1-Full Tanker Load	MC-30	<u>\$3.54</u>	<u>\$3.54</u>	<u>\$3.46</u>
8.	42,700 Gal	AEP	<u>\$2.59</u>	<u>\$2.70</u>	<u>\$2.50</u>
9.	150,000 Gal	CHFRS2-P	<u>\$2.799</u>	<u>\$2.899</u>	<u>\$2.69</u>
10.	316,900 Gal	Emulsified Asphalt EA-90	<u>\$2.179</u>	<u>\$2.289</u>	<u>\$2.09</u>
11.	150,000 Gal	Emulsified Asphalt EA-90P	<u>NB</u>	<u>NB</u>	<u>NB</u>
12.	Per Hour	Demurrage Charge			\$ <u>70</u> /hr
13.		Demurrage Charge begins after <u>2</u> Hrs.			

The resulting contracts from this bid will be for the County of Boone – Missouri and the City of Columbia. Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County? Yes No

Delivery will be made within 2 days after receipt of order.



CERTIFICATE OF LIABILITY INSURANCE

3/31/2014

DATE (MM/DD/YYYY)

10/1/2012

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

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

PRODUCER LOCKTON COMPANIES, LLC-1 KANSAS CITY 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Interstate Insurance Company		32620
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES FMCTR01 QB **CERTIFICATE NUMBER:** 10664674 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	VEN8000077-00	10/1/2012	3/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-TRUCKING LIAB. <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	VEN8000077-00	10/1/2012	3/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	VXN8000077-00	10/1/2012	3/31/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CARGO	N	N	VEN8000077-00	10/1/2012	3/31/2014	\$100,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Certificate holder is included as an additional insured where required by contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION****10664674**

Boone County Annex
 Purchasing Department
 613 E. Ash Street
 Columbia MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2012

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

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

PRODUCER Barker Phillips Jackson 1637 S Enterprise Ave PO Box 4207 Springfield MO 65804-4207	CONTACT NAME: Julia Turner PHONE (A/C No. Ext): (417) 887-3550 E-MAIL ADDRESS: jturner@bpj.com	FAX (A/C No.): (417) 887-3252
	INSURER(S) AFFORDING COVERAGE	
INSURED Coastal Energy Corporation, Inc And Po Box 218 Willow Springs MO 65793-0218	INSURER A: Crum & Forster Specialty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

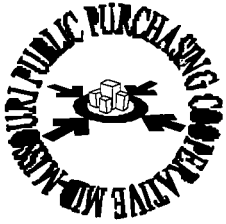
COVERAGES **CERTIFICATE NUMBER:** CL1212603787 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EPK100374	1/25/2012	1/25/2013	EACH OCCURRENCE \$ 3,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY			EPK100374	1/25/2012	1/25/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS <input checked="" type="checkbox"/>		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Environmental Impairment			EPK100374	1/25/2012	1/25/2013	EIL Liability 3,000,000

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

CERTIFICATE HOLDER Boone County 601 E Walnut Rm 205 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Julia Turner/JKT <i>Julia Turner</i>



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Sheet 1 of 9

Bid Number:

(MM62)

Date of Bid:

(11/02/12)

Buyer Contact Name: Melinda Bobbitt, CPPB, Director of Boone County Purchasing

Phone Number: (573) 886-4391 Fax Number: (573) 886-4390 E-mail: mbobbitt@boonecountymo.org

Bid Closing:

Date: November 27, 2012

Time: 10:30 A.M.

Commodities or Service Requested: **BITUMINOUS MATERIAL - Term and Supply**

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing

613 East Ash Street, Room 110

Columbia, MO 65201



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The County reserves the right to award to one or multiple respondents.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.
8. Cooperative Member Agencies reserve 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 Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award - Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com/Purchasing>.**

a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.

b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.

12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.

b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.

14. **Payment:** The bituminous material will not be paid for until it has been applied or delivered thirty (30) days in order for the Cooperative representative to determine that it complies with the requirements of the specifications. When in the opinion of the Cooperative representative the bituminous material has complied with the requirements of the Specifications, then monthly payments will be made.



GENERAL PROVISIONS

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the *No Bid Response Form* will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
 - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. **TERMINATION FOR CONVENIENCE:**
The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
12. **TERM & SUPPLY CONTRACT DEFINED:**
A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
13. **FUND ALLOCATION:**
Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.
14. **OFFICIALS NOT TO BENEFIT:**
No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
15. **HAZARDOUS MATERIAL:**
When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
16. **DOMESTIC PRODUCTS:**
Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.
17. **RECYCLED PRODUCTS:**
All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.
18. **EQUAL OPPORTUNITY:**
Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
19. **AMERICANS WITH DISABILITIES ACT:**
The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



SPECIFICATIONS FOR BITUMINOUS MATERIALS

The Mid-Missouri Public Purchasing Cooperative wishes to purchase **bituminous asphalt mixtures**, which will be used in road maintenance programs. Entities participating in this request include the County of Boone and City of Columbia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders.

Contract Term: The initial contract period shall be from **January 1, 2013 through April 30, 2013**. The contract may be extended beyond the expiration date for five (5) additional 4-month periods through **December 31, 2014**. Any price increases at renewal term must be approved by the Cooperative Representative. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the Cooperative Representative. **Proposed price increases will be evaluated at each renewal period by the County and City and purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.**

All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, section 1015, and any revisions thereto, together with the specifications contained herein.

Materials shall be delivered FOB Destination to the Boone County Public Works Department located at 5551 Highway 63 South, Columbia, Missouri, or the City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered or picked up on an "as needed" basis at the request of Boone County or the City of Columbia.

The unit price shall include **ALL** delivery and unloading expenses. All delivered purchases will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **AASHTO T40-78 (1986)**. Emulsified asphalt shall be tested in accordance with **AASHTO T59-881**.

Specification sheets shall be included with bid from each Bidder for each product bid.

A certification of chemical analysis shall be provided by the supplier and accompany each load that is delivered.

Quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. The Cooperative reserves the right to increase or decrease the quantities shown in order to meet its operating requirements. Boone County anticipates utilizing either the Pep product or the AEP product.

SPECIFICATIONS FOR PENETRATING EMULSIFIED PRIME (PEP)

All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130 F. (16-54 C.).

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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

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.

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.

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.

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.

RESPONSE / PRICING PAGE



DELIVERED PRICES SHALL BE QUOTED FOB DESTINATION

ITEM NO.	QUANTITY (EST)	DESCRIPTION	DELIVERED UNIT PRICE/GAL Full Transport Load Minimum	PICKED UP UNIT PRICE/GAL 3000 GAL	PICKED UP UNIT PRICE/GAL Full Transport Load
1.	316,900 Gal	CRS-2	_____	_____	_____
2.	10,000 Gal	MC-3000	_____	_____	_____
3.	42,700 Gal	PEP	_____	_____	_____
4.	1-Full Tanker Load	SS-1	_____	_____	_____
5.	150,000 Gal	CRS-2P	_____	_____	_____
6.	1-Full Tanker Load	MC-800	_____	_____	_____
7.	1-Full Tanker Load	MC-30	_____	_____	_____
8.	42,700 Gal	AEP	_____	_____	_____
9.	150,000 Gal	CHFRS2-P	_____	_____	_____
10.	316,900 Gal	Emulsified Asphalt EA-90	_____	_____	_____
11.	150,000 Gal	Emulsified Asphalt EA-90P	_____	_____	_____
12.	Per Hour	Demurrage Charge			\$ _____/hr
13.		Demurrage Charge begins after _____ Hrs.			

The resulting contracts from this bid will be for the County of Boone – Missouri and the City of Columbia. Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County? _____ Yes _____ No

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

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby 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 a part of this order.

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

Fax Number: _____

Contract Representative Contact Name (Please print): _____

E-mail: _____

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature: _____

Print Name and Title of Authorized Representative

Date: _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

“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: MM62 – Bituminous Material – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Search Results

Current Search Terms: coastal

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.409.20121121-1723

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



**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 27th day of DECEMBER 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Vance Brothers 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 **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM62**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, as well as the Contractor's bid response executed by Robert Vance 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 Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

2. Contract Duration - This initial agreement term shall be for the period **January 1, 2013 through April 30, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for five (5) additional four-month 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. The renewal periods shall be:

May 1, 2013 – August 31, 2013
September 1, 2013 – December 31, 2013
January 1, 2014 – April 30, 2014
May 1, 2014 – August 31, 2014
September 1, 2014 – December 31, 2014

3. Purchase - The County awarded contracts to three contractors for the products detailed within. The County will order each product from the Contractor offering the lowest price during each term of the contract. Any price increase at renewal term must be approved by the County Purchasing Department. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the County. Proposed price increases will be evaluated at each renewal period by the County and City to determine if the contract will be renewed or rebid. If renewed, purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.

The items shall be provided as required in the bid specifications and in conformity with the contract as needed and as ordered for the prices set forth in the Contractor's bid response. If the Primary Contractor with the low bid proposes a delivery schedule that is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier(s).

4. Delivery - Contractor agrees to deliver the items as specified within one (1) day after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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 remain 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 it is the opinion of the Boone County Commission that delivery of products is 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.

VANCE BROTHERS INC.

by [Signature]

title Vice President

address 5201 BRINGTON

KANSAS CITY MO 64130

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

[Signature]
Signature by *esp*

12/17/12
Date

2040/2041/26400 Term/Supply
No Encumbrance Required
Appropriation Account

MM62 - Bituminous Material

BID TABULATION			Missouri Petroleum			Vance Brothers			Coastal Energy Corp		
ITEM NO.	QUANTITY	DESCRIPTION	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP
			UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL
			Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load
1	316,900 Gal	CRS-2	\$2.00	\$1.84	\$1.84	\$2.30	\$2.20	\$2.20	\$2.143	\$2.263	\$2.07
2	10,000 Gal	MC-3000	\$2.95	\$2.79	\$2.79	\$3.60	\$3.50	\$3.50	\$3.143	\$3.263	\$3.07
3	42,700 Gal	PEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.65	\$3.65	\$2.46
4	1-Full Tanker Load	SS-1	\$2.05	\$1.89	\$1.89	\$2.30	\$2.20	\$2.20	\$2.293	\$2.41	\$2.20
5	150,000 Gal	CRS-2P	\$2.39	\$2.23	\$2.23	\$2.60	\$2.50	\$2.50	\$2.583	\$2.69	\$2.39
6	1-Full Tanker Load	MC-800	\$2.97	\$2.81	\$2.81	\$3.60	\$3.50	\$3.50	\$3.32	\$3.43	\$3.23
7	1-Full Tanker Load	MC-30	\$3.13	\$2.97	\$2.97	\$3.75	\$3.65	\$3.65	\$3.54	\$3.64	\$3.46
8	42,700 Gal	AEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.59	\$2.70	\$2.50
9	150,000 Gal	CHFRS2-P	\$2.40	\$2.24	\$2.24	\$2.70	\$2.60	\$2.60	\$2.799	\$2.899	\$2.69
10	316,900 Gal	Emulsified Asphalt EA-90	\$2.05	\$1.89	\$1.89	\$2.40	\$2.30	\$2.30	\$2.179	\$2.289	\$2.09
11	150,000 Gal	Emulsified Asphalt EA-90P	\$2.44	\$2.28	\$2.28	\$2.60	\$2.50	\$2.50	No Bid	No Bid	No Bid
12	Per Hour	Demurrage Charge	\$80.00			\$70.00			\$70.00		
13		Demurrage Charge begins after _____ Hrs.	2			1.5			2		
COOP? (YES OR NO)			Yes			No			Yes		
Delivery Days after Receipt of Order			1			1			2		

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby 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 a part of this order.

Company Name:

Vance Brothers, Inc _____

Address:

5201 Brighton _____

City/Zip:

Kansas City, MO 64130 _____

Phone Number:

800-821-8549 _____

Fax Number:

816-923-6472 _____

Contract Representative Contact Name (Please print):

Robert A. Vance _____

E-mail: rvance@vancebrothers.com _____

Federal Tax ID: 44-0577983 _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

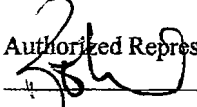
Other (Specify) _____

When Organized: 1923 _____

When Incorporated: 1958 _____

Exempt From Tax Reporting? Yes _____ No

Authorized Representative Signature:

 _____

Print Name and Title of Authorized Representative

Robert A. Vance, Vice President _____

Date: 11/26/12 _____

RESPONSE / PRICING PAGE

DELIVERED PRICES SHALL BE QUOTED FOB DESTINATION



ITEM NO.	QUANTITY (EST)	DESCRIPTION	DELIVERED UNIT PRICE/GAL Full Transport Load Minimum	PICKED UP UNIT PRICE/GAL 3000 GAL	PICKED UP UNIT PRICE/GAL Full Transport Load
1.	316,900 Gal	CRS-2	<u>\$2.30/gal</u>	<u>\$2.20/gal</u>	<u>\$2.20/gal</u>
2.	10,000 Gal	MC-3000	<u>\$3.60/gal</u>	<u>\$3.50/gal</u>	<u>\$3.50/gal</u>
3.	42,700 Gal	PEP	No Bid		
4.	1-Full Tanker Load	SS-1	<u>\$2.30/gal</u>	<u>\$2.20/gal</u>	<u>\$2.20/gal</u>
5.	150,000 Gal	CRS-2P	<u>\$2.60/gal</u>	<u>\$2.50/gal</u>	<u>\$2.50/gal</u>
6.	1-Full Tanker Load	MC-800	<u>\$3.60/gal</u>	<u>\$3.50/gal</u>	<u>\$3.50/gal</u>
7.	1-Full Tanker Load	MC-30	<u>\$3.75/gal</u>	<u>\$3.65/gal</u>	<u>\$3.65/gal</u>
8.	42,700 Gal	AEP	No Bid		
9.	150,000 Gal	CHFRS2-P	<u>\$2.70/gal</u>	<u>\$2.60/gal</u>	<u>\$2.60/gal</u>
10.	316,900 Gal	Emulsified Asphalt EA-90	<u>\$2.40/gal</u>	<u>\$2.30/gal</u>	<u>\$2.30/gal</u>
11.	150,000 Gal	Emulsified Asphalt EA-90P	<u>\$2.60/gal</u>	<u>\$2.50/gal</u>	<u>\$2.50/gal</u>
12.	Per Hour	Demurrage Charge			\$ <u>70.00</u> /hr
13.		Demurrage Charge begins after <u>1.5</u> Hrs.			

The resulting contracts from this bid will be for the County of Boone – Missouri and the City of Columbia. Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County? Yes No

Delivery will be made within one days after receipt of order.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Sheet 1 of 9

Bid Number:

(MM62)

Date of Bid:

(11/02/12)

Buyer Contact Name: Melinda Bobbitt, CPPB, Director of Boone County Purchasing

Phone Number: (573) 886-4391 Fax Number: (573) 886-4390 E-mail: mbobbitt@boonecountymo.org

Bid Closing:

Date: November 27, 2012

Time: 10:30 A.M.

Commodities or Service Requested: **BITUMINOUS MATERIAL - Term and Supply**

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing

613 East Ash Street, Room 110

Columbia, MO 65201



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The County reserves the right to award to one or multiple respondents.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.
8. Cooperative Member Agencies reserve 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 Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award - Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com/Purchasing>.**

a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.

b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.

12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.

b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.

14. **Payment:** The bituminous material will not be paid for until it has been applied or delivered thirty (30) days in order for the Cooperative representative to determine that it complies with the requirements of the specifications. When in the opinion of the Cooperative representative the bituminous material has complied with the requirements of the Specifications, then monthly payments will be made.



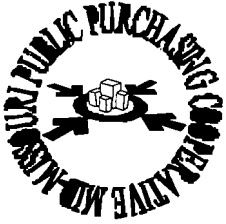
GENERAL PROVISIONS

1. **BID RESPONSE:**
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the *No Bid Response Form* will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
 - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
 - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. **TERMINATION FOR CONVENIENCE:**
The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
12. **TERM & SUPPLY CONTRACT DEFINED:**
A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
13. **FUND ALLOCATION:**
Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.
14. **OFFICIALS NOT TO BENEFIT:**
No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
15. **HAZARDOUS MATERIAL:**
When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
16. **DOMESTIC PRODUCTS:**
Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.
17. **RECYCLED PRODUCTS:**
All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.
18. **EQUAL OPPORTUNITY:**
Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
19. **AMERICANS WITH DISABILITIES ACT:**
The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



SPECIFICATIONS FOR BITUMINOUS MATERIALS

The Mid-Missouri Public Purchasing Cooperative wishes to purchase **bituminous asphalt mixtures**, which will be used in road maintenance programs. Entities participating in this request include the County of Boone and City of Columbia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders.

Contract Term: The initial contract period shall be from **January 1, 2013 through April 30, 2013**. The contract may be extended beyond the expiration date for five (5) additional 4-month periods through **December 31, 2014**. Any price increases at renewal term must be approved by the Cooperative Representative. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the Cooperative Representative. **Proposed price increases will be evaluated at each renewal period by the County and City and purchases will be made by low bid by line item from the Contractor(s) offering the lowest price by line item.**

All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, section 1015, and any revisions thereto, together with the specifications contained herein.

Materials shall be delivered FOB Destination to the Boone County Public Works Department located at 5551 Highway 63 South, Columbia, Missouri, or the City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered or picked up on an "as needed" basis at the request of Boone County or the City of Columbia.

The unit price shall include **ALL** delivery and unloading expenses. All delivered purchases will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **AASHTO T40-78 (1986)**. Emulsified asphalt shall be tested in accordance with **AASHTO T59-881**.

Specification sheets shall be included with bid from each Bidder for each product bid.

A certification of chemical analysis shall be provided by the supplier and accompany each load that is delivered.

Quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. The Cooperative reserves the right to increase or decrease the quantities shown in order to meet its operating requirements. Boone County anticipates utilizing either the Pep product or the AEP product.

SPECIFICATIONS FOR PENETRATING EMULSIFIED PRIME (PEP)

All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130 F. (16-54 C.).

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.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

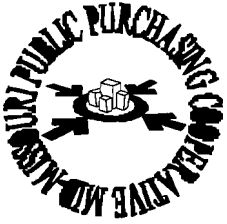
The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as 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.

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.

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.

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.

RESPONSE / PRICING PAGE



DELIVERED PRICES SHALL BE QUOTED FOB DESTINATION

ITEM NO.	QUANTITY (EST)	DESCRIPTION	DELIVERED UNIT PRICE/GAL Full Transport Load Minimum	PICKED UP UNIT PRICE/GAL 3000 GAL	PICKED UP UNIT PRICE/GAL Full Transport Load
1.	316,900 Gal	CRS-2	_____	_____	_____
2.	10,000 Gal	MC-3000	_____	_____	_____
3.	42,700 Gal	PEP	_____	_____	_____
4.	1-Full Tanker Load	SS-1	_____	_____	_____
5.	150,000 Gal	CRS-2P	_____	_____	_____
6.	1-Full Tanker Load	MC-800	_____	_____	_____
7.	1-Full Tanker Load	MC-30	_____	_____	_____
8.	42,700 Gal	AEP	_____	_____	_____
9.	150,000 Gal	CHFRS2-P	_____	_____	_____
10.	316,900 Gal	Emulsified Asphalt EA-90	_____	_____	_____
11.	150,000 Gal	Emulsified Asphalt EA-90P	_____	_____	_____
12.	Per Hour	Demurrage Charge			\$ _____/hr
13.		Demurrage Charge begins after _____ Hrs.			

The resulting contracts from this bid will be for the County of Boone – Missouri and the City of Columbia. Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County? _____ Yes _____ No

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

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby 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 a part of this order.

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

Fax Number: _____

Contract Representative Contact Name (Please print): _____

E-mail: _____

Federal Tax ID: _____

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

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature: _____

Print Name and Title of Authorized Representative _____

Date: _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

“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: MM62 – Bituminous Material – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Search Results

Current Search Terms: Vance Brothers

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.409.20121121-1723

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



USA.gov

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of December 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation's cooperative contract #3-120621RJ to purchase two (2) John Deere Motorgraders from Tri-State Construction Equipment Company of Ashland, MO and to dispose of the following two(2) Motorgraders:

<u>Description</u>	<u>Fixed Asset Tag</u>
2003 672CH John Deere Motorgrader Serial # DW672CH586837	13892
2004 672CH John Deere Motorgrader Serial # DW672CH592795	14574

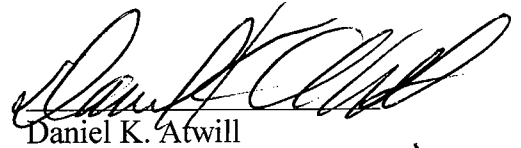
The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Disposal Forms.

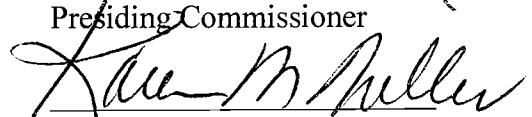
Done this 27th day of December, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: January 1, 2013
RE: 3-120621RJ - Motorgraders

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation's cooperative contract number 3-120621RJ to purchase two (2) John Deere Motorgraders from Tri-State Construction Equipment Company of Ashland, MO.

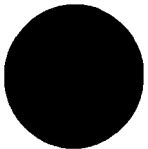
Total cost for Motorgraders including deductions for trading in 2 used Motorgraders is \$353,500.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment.

Public Works requests to dispose of the following two (2) Motorgraders:

<u>Description</u>	<u>Fixed Asset Tag</u>
2003 672CH John Deere Motorgrader Serial # DW672CH586837	13892
2004 672CH John Deere Motorgrader Serial # DW672CH592795	14574

ATT Disposal Forms

cc: Greg Edington, PW
Contract File



PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

1/1/13
 REQUEST DATE
 607
 VENDOR NO.

Tri-State Construction Equipment Company
 VENDOR NAME

To: County Clerk's Office
 Comm Order # 604-2012

ADDRESS CITY

Return to Auditor's Office
 Please do not remove staple

BID DOCUMENTATION	
This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3	
<input checked="" type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) Attached (>\$2500 to \$4,499) <input type="checkbox"/> Purchase is <=\$2500 and is NOT covered by an existing bid or sole source	Not Subject To Bidding (select appropriate response below): <input type="checkbox"/> Utility <input type="checkbox"/> Employee Travel/Meal Reimb <input type="checkbox"/> Training (registration/conf fees) <input type="checkbox"/> Dues <input type="checkbox"/> Pub/Subscription/Transcript Copies <input type="checkbox"/> Refund of Fees Previously Paid to County <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable <input type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain):
<input type="checkbox"/> Mandatory Payment to Other Govt <input type="checkbox"/> Court Case Travel/Meal Reimb <input type="checkbox"/> Tool and Uniform Reimb <input type="checkbox"/> Inmate Housing <input type="checkbox"/> Remit Payroll Withheld <input type="checkbox"/> Agency Fund Dist (dept #s 7XXX)	
#3-120621RJ (MO-DOT Coop) (Enter Applicable Bid / Sole Source / Emergency Number)	

Ship to Department # 2040 Public Works
 Maintenance Operations

Bill to Department # 2040 Public Works Maintenance
 Operations

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	9 2 3 0 0	John Deere 672G 175-195 HP Motorgrader	2	\$199,500	\$399,000
2 0 4 0	9 2 3 0 0	Auto Shift Transmission	2	\$925	\$1850
2 0 4 0	9 2 3 0 0	Deluxe Grading Lights	2	\$250	\$500
2 0 4 0	9 2 3 0 0	LH Aux Hydraulics	2	\$650	\$1300
2 0 4 0	9 2 3 0 0	Front Scarifier	2	\$900	\$1800
2 0 4 0	9 2 3 0 0	Fire Extinguisher	2	\$90	\$180
2 0 4 0	9 2 3 0 0	Additional Strobes	2	\$2750	\$5500
2 0 4 0	9 2 3 0 0	14' Blade -- Scarifier Teeth	2	\$5800	\$11600
2 0 4 0	9 2 3 0 0	7 year / 7000 Hour Full Warranty	2	\$19500	\$39000
2 0 4 0	9 2 3 0 0	RH Blade Control	2	\$375	\$750
2 0 4 0	9 2 3 0 0	14' Moldboard 27" Tall	2	\$315	\$630
2 0 4 0	9 2 3 0 0	Heated Outside Mirrors	2	\$330	\$660
2 0 4 0	9 2 3 0 0	17.5 x 25 Tires in lieu of 14.0 x 24	2	\$2255	\$4510
2 0 4 0	9 2 3 0 0	Spare Wheel	2	\$1360	\$2720
2 0 4 0	9 2 3 0 0	TRADE IN: John Deere 672CH Serial # DW672CH586837 <i>Asset # 13892</i>	1	(\$60875)	(\$60875)
2 0 4 0	9 2 3 0 0	TRADE IN: John Deere 672CH Serial # DW672CH592795 <i>Asset # 14574</i>	1	(\$55625)	(\$55625)
					\$353,500

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Amy Robbins
 Prepared By
 Requesting Official

caj 12/19/12
 Auditor Approval

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 2, 2013

FIXED ASSET TAG NUMBER: 13892

RECEIVED

DESCRIPTION: 2003 672CH John Deere Motorgrader

DEC 14 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Trade

OTHER INFORMATION: Serial Number: DW672CH586837

CONDITION OF ASSET: Fair - unit has high hours and is low on power.

REASON FOR DISPOSITION: Equipment is planned for replacement in 2013.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 3/21/2003

RECEIPT INTO 2040-3835

ORIGINAL COST 170,500.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

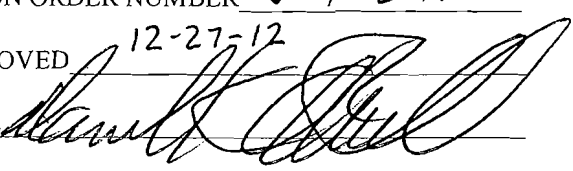
____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 604-2012

DATE APPROVED

12-27-12

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 2, 2013

FIXED ASSET TAG NUMBER: 14574

RECEIVED

DESCRIPTION: 2004 672CH John Deere Motorgrader

DEC 14 2012

REQUESTED MEANS OF DISPOSAL: Trade

BOONE COUNTY AUDITOR

OTHER INFORMATION: Serial Number: DW672CH592795

CONDITION OF ASSET: Fair – unit has high hours.

REASON FOR DISPOSITION: Equipment is planned for replacement in 2013.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 7/28/2004

RECEIPT INTO 2040-3835

ORIGINAL COST 174,000.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1605

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 604-2012

DATE APPROVED 12-27-12

SIGNATURE 

**PURCHASE AGREEMENT
FOR
MOTORGRADERS**

THIS AGREEMENT dated the 27th day of DECEMBER 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Company**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for 2013 Motorgraders in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-120621RJ**, Tri-State quote, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-080605 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) new motorgraders as follows:

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
John Deere 672G 175-195 HP Motorgraders	\$199,500.00	2	\$399,000.00
Auto Shift Transmission	\$ 925.00	2	\$ 1,850.00
Deluxe Grading Lights	\$ 250.00	2	\$ 500.00
LH Aux Hydraulics	\$ 650.00	2	\$ 1,300.00
Front Scarifier	\$ 900.00	2	\$ 1,800.00
Fire Extinguisher	\$ 90.00	2	\$ 180.00
Additional Strobes	\$ 2,750.00	2	\$ 5,500.00
14' Blade – Scarifier Teeth	\$ 5,800.00	2	\$ 11,600.00
7 year/7000 Hour Full Warranty	\$ 19,500.00	2	\$ 39,000.00
RH Blade Control	\$ 375.00	2	\$ 750.00
14' Moldboard 27" Tall	\$ 315.00	2	\$ 630.00
Heated outside mirrors	\$ 330.00	2	\$ 660.00
17.5 x 25 tires in lieu of 14.0 x 24	\$ 2,255.00	2	\$ 4,510.00
Spare Wheel	\$ 1,360.00	2	\$ 2,720.00
TOTAL			\$470,000.00

Contractor offers trade allowance price for the following John Deere Motorgraders:

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TRADE</u>
JD	672CH	DW672CH586837	(\$60,875.00)
JD	672CH	DW672CH592795	(\$55,625.00)

Total: **\$353,500.00**

For a grand contract total of Three Hundred Fifty Three Thousand, Five Hundred Dollars and Zero Cents (\$353,500.00).

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 30 - 60 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

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

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

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

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

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

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

TRI-STATE CONSTRUCTION
EQUIPMENT COMPANY

by B. Rowe
title e Manager

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *my*

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

[Signature]
Signature by *ag*

12/19/12
Date

2040-92300 - \$353,500.00

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. 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.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. 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.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

TRI-STATE

CONSTRUCTION EQUIPMENT CO.

P.O. BOX 225
106 INDUSTRIAL DRIVE
ASHLAND, MO 65010
PHONE: 573-657-2154
FAX: 573-657-1012

12/6/2012
BOONE COUNTY PUBLIC WORKS
672G

Base 672G MODOT Bid	\$199,500.00
MODOT Bid # 3-120621RJ	
Auto Shift Transmission	\$925.00
Deluxe Grading Lights	\$250.00
LH Aux Hydraulics	\$650.00
Front Scarifier to Deere	\$900.00
Fire Extinguisher	\$90.00
Additional Strobe Lights	\$2,750.00
Full Set Scarifier Teeth	\$5,800.00
7yr/7000 Hour Full Warranty	\$19,500.00
RH Blade Control	\$375.00
14' Moldboard 27" Tall	\$315.00
Heated Outside Mirrors	\$330.00
17.5x25 Tires and Wheels	\$2,255.00
Spare Wheel	\$1,360.00
Total	\$235,000.00 Each.

Trade In Information:

Serial # 586837 Model 672CH	\$60,875.00
Serial # 592795 Model 672CH	\$55,625.00



JOHN DEERE



Missouri Department of Transportation
Bid Tabulation of Request 3-120621RJ Motorgraders
Opened on 06/21/12
Multiple Award

VENDOR INFORMATION

Name: Tri-State Construction Equipment:
Contact name: Kevin Smyser:
Address Line: 6787 County Road 312
Address Line: Palmyra, MO 63461
Telephone #: 573-769-2274
Email: kevinsmyser@meoi.com
Cooperative: Yes

Name: Murphy Tractor
Contact name: James F. Levy
Address Line: 8600 NE Parvin Rd.
Address Line: Kansas City, MO 64161
Telephone #: 816-483-5000
Email: jlevy@murphytractor.com
Cooperative: Yes

Name: Erb Equipment Co.
Contact name: Tim smith
Address Line: 200 Erb Industrial Dr.
Address Line: Fenton, MO 63026
Telephone #: 636-349-0200
Email: timsmith@erbequipment.com
Cooperative: Yes

Name: G. W. Van Keppel Co.
Contact name: Steven Phillips
Address Line: 1801 N. 9th St.
Address Line: Kansas City, KS 66101
Telephone #: 913-281-4800
Email: sphillips@vankeppel.com
Cooperative: Yes

Name: Fabick Cat Co.
Contact name: Chris Burns
Address Line: One Fabick Dr.
Address Line: Fenton, MO 63026
Telephone #: 636-680-1309
Email: chris.burns@fabickcat.com
Cooperative: No

Name: Luby Equipment
Contact name: Jerry Jansen
Address Line: 2300 Cassens Dr.
Address Line: Fenton MO. 63026
Telephone #: 217-222-5454
Email: jjansen@lubyequipment.com
Cooperative: Yes

Name: Altorfer, Inc.
Contact Name: Chris Akright
Address Line: 3520 Moberly
Address Line: Hannibal, MO 63401
Telephone #: 573-221-8600
Email: cakright@altorfer.com
Cooperative: Yes

**Missouri Department of Transportation
Bid Tabulation of Request 3-120621RJ Motorgraders
Opened on 06/21/12
Multiple Award**

Item #1 - Outright purchase of an articulated 8x4 motograder with dual/variable HP - (140-185)

<u>Vendor</u>	<u>Make/Model</u>	<u>Base Price</u>	<u>HP</u>	<u>Make/Model</u> <u>Option 1</u>	<u>Base Price</u> <u>Option 1</u>	<u>HP</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	<u>Option 5</u>	<u>ARO</u>	<u>Districts</u>	<u>MSRP</u>
Altorfer Inc.	Caterpillar 120M2	\$187,087.00	145-189	Caterpillar 140M2	\$220,557.00	193-243	\$24,000.00	\$25,000.00	\$1,838.00	N/A	120-180 days	NE	39%
Erb Equipment Co., Inc.	John Deere 870G	\$190,270.00	160-195	John Deere 770G	\$188,700.00	170-245	\$22,000.00	\$23,200.00	\$825.00	\$790.00	45 days	SL, SE	25%
Luby Equipment Service	Case 845B	\$193,200.00	140-180	Case 885B	\$202,000.00	178-205	\$19,750.00	\$20,500.00	STD	\$1,000.00	90-150 days	NE, SL, SE	40%
Murphy Tractor & Equipment	John Deere 870G	\$188,500.00	160-195	John Deere 770G	\$188,000.00	170-245	\$18,500.00	\$18,950.00	\$900.00	\$880.00	30-90 days	NW, KC, SW	25%
Fabick Cat	Caterpillar 120M2	\$184,087.00	145-189	Caterpillar 140M2	\$220,557.00	193-243	\$24,000.00	\$25,000.00	\$1,838.00	NA	120-180 days	NE, CD, SL, SW, SE	39%
Tri-State Construction	John Deere 870G	\$187,000.00	160-195	John Deere 770G	\$183,000.00	170-245	\$18,500.00	\$18,950.00	\$900.00	\$860.00	30-90 days	NE, CD	25%
G.W. Van Keppel Co.	Volvo G930B	\$189,954.00	180-208	Volvo G940B	\$188,743.00	196-232	\$17,929.00	\$18,838.00	\$1,473.00	\$1,151.00	90-120 days	NW, KC, CD, SW	30%

Item #3 -Outright Purchase of Heavy Duty articulated motograder 6x4 with dual/variable HP

<u>Vendor</u>	<u>Make/Model</u>	<u>Base Price</u>	<u>HP</u>	<u>Make/Model</u> <u>Option 1</u>	<u>Base Price</u> <u>Option 1</u>	<u>HP</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	<u>Option 5</u>	<u>ARO</u>	<u>Districts</u>	<u>MSRP</u>
Altorfer, Inc.	Caterpillar 120M2 AWD	\$210,117.00	153-209	Caterpillar 140M2 AWD	\$248,138.00	202-263	\$24,000.00	\$25,000.00	\$1,838.00	N/A	120-180 days	NE	39%
Erb Equipment Co., Inc.	John Deere 872G	\$200,760.00	175-195	John Deere 772G	\$212,460.00	202-250	\$22,000.00	\$23,100.00	\$935.00	\$825.00	45 days	SL, SE	25%
Luby Equipment Service	Case 885B AWD	\$228,000.00	178-205	Case 885B AWD	\$237,500.00	205-219	\$19,750.00	\$20,500.00	STD	\$1,000.00	90-150 days	NE, SL, SE	40%
Murphy Tractor & Equipment	John Deere 872G	\$202,500.00	165-195	John Deere 772G	\$211,000.00	205-265	\$18,800.00	\$19,250.00	\$900.00	\$860.00	30-90 days	NW, KC, SW	25%
Fabick Cat	Caterpillar 120M2 AWD	\$210,117.00	153-209	Caterpillar 140M2 AWD	\$248,138.00	202-263	\$24,000.00	\$25,000.00	\$1,838.00	NA	120-180 days	NE, CD, SL, SW, SE	39%
Tri-State Construction	John Deere 872G	\$199,500.00	175-195	John Deere 772G	\$207,000.00	202-250	\$18,800.00	\$19,250.00	\$925.00	\$876.00	30-90 days	NE, CD	25%
G.W. Van Keppel Co.	No Bid			Volvo G948B	\$205,848.00	223-264	\$17,929.00	\$18,838.00	\$1,473.00	\$1,151.00	90-120 days	NW, KC, CD, SW	30%

Training

<u>12 Hour Basic Operation</u>	<u>Optional Software</u>	<u>Optional Maintenance</u> <u>Vendor to Perform First</u> <u>Scheduled On-Site</u> <u>Maintenance</u>
<u>And Diagnostics</u>	<u>Price Per Set</u>	
Altorfer, Inc.	\$750.00	\$1001/Software - \$745/yr
Erb Equipment Co., Inc.	\$350.00	\$1,400.00
Luby Equipment Service	\$250.00	NA
Murphy Tractor & Equipment	\$350.00	\$1,400.00
Fabick Cat	\$250.00	\$1,826.00
Tri-State Construction	\$350.00	\$2,300.00
G.W. Van Keppel Co.	NA	NA

**Missouri Department of Transportation
 Bid Tabulation of Request 3-120621RJ Motorgraders
 Opened on 06/21/12
 Multiple Award**

Item # 2 - Straight Lease For Light Duty Articulated Motorgrader 6X4 with dual/variable HP (140-185)

Vendors	Make & Model	12 Month		300 Hours		HP	End of Lease	Purchase Price	Base Unit/Option 1
		Overage/Hr	12 Month	Overage/Hr	500 Hours				
Altorfer, Inc.	NO BID								
Erb Equipment Co., Inc.	John Deere 670G	\$2,601.75	\$34.10	\$2,987.29	\$34.10	\$160,150.00	\$638.80	\$671.32	\$829.00
Luby Equipment Service	Case 845B	\$16,581.82	\$28.00	\$16,581.82	\$28.00	\$1.00	\$1,695.10	\$1,758.47	In Base Unit
Murphy Tractor & Equipment	John Deere 670G	\$2,350.00	\$35.00	\$2,750.00	\$35.00	\$160,000.00	\$535.00	\$550.00	\$28.00
Fabrick Cat	NO BID								
Tri-State Construction	John Deere 670G	\$2,345.38	\$34.10	\$2,730.34	\$34.10	\$158,908.48	\$535.32	\$548.34	\$28.04
G.W. Van Keppel Co.	Volvo G830B	No Bid	No Bid	\$1,828.08	\$8.00	\$157,000.00	\$3,344.24	\$3,404.03	\$1,925.42

Item # 2A - Straight Lease For Light Duty Articulated Motorgrader 6X4 with dual/variable HP (165-215)

Vendors	Make & Model	12 Month		300 Hours		HP	End of Lease	Purchase Price	Base Unit/Option 1
		Overage/Hr	12 Month	Overage/Hr	500 Hours				
Altorfer, Inc.	NO BID								
Erb Equipment Co., Inc.	John Deere 770G	\$1,251.36	\$36.30	\$1,666.91	\$36.30	\$172,581.00	\$830.81	\$871.32	\$23.09
Luby Equipment Service	Case 865B	\$17,337.11	\$28.00	\$17,337.11	\$28.00	\$1.00	\$1,695.09	\$1,758.48	In Base Unit
Murphy Tractor & Equipment	John Deere 770G	\$855.00	\$37.00	\$1,375.00	\$37.00	\$174,500.00	\$530.00	\$545.00	\$15.00
Fabrick Cat	NO BID								
Tri-State Construction	John Deere 770G	\$854.05	\$36.30	\$1,369.11	\$36.30	\$172,405.16	\$529.53	\$542.55	\$15.05
G.W. Van Keppel Co.	Volvo G940B	No Bid	No Bid	\$2,462.65	\$8.00	\$169,000.00	\$3,978.81	\$4,038.59	\$2,559.99

Item # 4 - Straight Lease Heavy Duty BWD articulated 6x6 motorgrader with dual/variable HP (165-185)

Vendors	Make & Model	12 Month		300 Hours		HP	End of Lease	Purchase Price	Base Unit/Option 1
		Overage/Hr	12 Month	Overage/Hr	500 Hours				
Altorfer, Inc.	NO BID								
Erb Equipment Co., Inc.	John Deere 672G	\$2,498.08	\$37.40	\$2,908.13	\$37.40	\$171,983.00	\$936.60	\$949.52	\$28.29
Luby Equipment Service	Case 865B AWD	\$19,386.86	\$28.00	\$19,386.86	\$28.00	\$1.00	\$1,695.10	\$1,758.47	In Base Unit
Murphy Tractor & Equipment	John Deere 672G	\$2,425.00	\$38.00	\$2,825.00	\$38.00	\$172,250.00	\$530.00	\$545.00	\$26.00
Fabrick Cat	NO BID								
Tri-State Construction	John Deere 672G	\$2,411.88	\$37.40	\$2,819.46	\$37.40	\$171,739.82	\$528.81	\$541.28	\$28.00
G.W. Van Keppel Co.	NO BID								

Item # 4A - Straight Lease Heavy Duty BWD articulated 6x6 motorgrader with dual/variable HP (185-230)

Vendors	Make & Model	12 Month		300 Hours		HP	End of Lease	Purchase Price	Base Unit/Option 1
		Overage/Hr	12 Month	Overage/Hr	500 Hours				
Altorfer, Inc.	NO BID								
Erb Equipment Co., Inc.	John Deere 772G	\$1,042.89	\$42.88	\$1,519.58	\$42.88	\$201,014.00	\$590.47	\$649.52	\$15.75
Luby Equipment Service	Case 865B AWD	\$20,383.89	\$28.00	\$20,383.89	\$28.00	\$1.00	\$1,695.09	\$1,758.48	In Base Unit
Murphy Tractor & Equipment	John Deere 772G	\$910.00	\$44.00	\$1,080.00	\$44.00	\$200,800.00	\$515.00	\$530.00	\$15.00
Fabrick Cat	NO BID								
Tri-State Construction	John Deere 772G	\$801.30	\$42.88	\$1,077.65	\$42.88	\$200,789.89	\$514.55	\$527.21	\$14.82
G.W. Van Keppel Co.	Volvo G946B	No Bid	No Bid	\$2,788.01	\$8.00	\$183,000.00	\$4,312.17	\$4,371.95	\$2,920.58

BID FORM

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

REQUEST NO.	3-120621RJ
DATE	June 7, 2012
PAGE NO.	1

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

2:00 pm., Local Time, June 21, 2012

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

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

Submit net bid as cash discount stipulations will not be considered

Various End User Delivery Locations

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

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

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

EQUIPMENT

Motorgraders

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

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

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

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

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

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

MISSOURI DEPARTMENT OF TRANSPORTATION
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED
MOTORGRADER
MINIMUM SPECIFICATIONS

ENGINE – Diesel, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.
Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.
Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.
Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumping to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Rybind MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart O, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. If available, lights shall be LED.

BEACON WIRING/SWITCH – Unit shall have factory installed beacon switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2nd door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included.

NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator. Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified. Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department. Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted strobe or LED.

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **motorgraders** for the locations in the State of Missouri (listed on page 2 of this document), to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, June 21, 2012.**

RFB COORDINATOR:

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

PHONE: 573-526-2744

FAX: 573-526-1218

1.2 General Information:

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

2. SCOPE OF WORK

2.1 General Requirements:

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

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with motorgraders, in accordance with the attached specifications.

2.3 Required Specifications:

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

2.4 Delivery Requirements:

- 2.4.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

- 2.4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801

2.5 Contract/Purchase Order:

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

2.6 Invoicing and Payment Requirements:

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

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

- 2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- ## **2.7 Other Contractual Requirements:**
- 2.7.1 Contract Period - The contract shall commence from the date of award until June 30, 2013 with up to three (3) one-year renewal option periods, or any portion therein.
- 2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

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

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.

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

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.8 **Additional Notifications:**

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

2.8.2 **Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.
- b. The vendor must be currently under contract with MoDOT.
- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

Trade-In Worksheet Example:

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

2.8.3 Equipment Refurbishments:

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

2.8.4 In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "Motorgraders".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Contract Award:

- a. This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the "lowest and best" bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of motorgraders. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

4. PRICING PAGES

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

Outright Purchase

ITEM #1: Outright purchase of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (140-185), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ MODEL _____ HP _____

PRICE \$ _____

OPTIONS

Option 1. Articulated 6x4 motorgrader (meeting same specification as E731-D2, (165-215 HP range).

MAKE _____ MODEL _____ HP _____

PRICE \$ _____

Option 2. Hydraulic rear benching wing (42") PRICE \$ _____

Option 3. Hydraulic rear benching wing (60") PRICE \$ _____

Option 4. Auto Shift Transmission PRICE \$ _____

Option 5. Full-Height (High Profile) Cab PRICE \$ _____

NOTE: Additional options for each unit bid may be submitted as separate attachments.

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

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

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

ITEM #1 continued:

Refer to Attachment A to see the counties within each district. *(Bidders are responsible for servicing all counties within the district(s) selected.)*

Northwest District _____

St. Louis District _____

Northeast District _____

Southwest District _____

Kansas City District _____

Southeast District _____

Central District _____

All Districts _____

Straight Lease

ITEM #2: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (140-185), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Straight Lease

ITEM #2A: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (165-215), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Outright Purchase

ITEM #3: Outright purchase of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (165-185), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

OPTIONS

Option 1. 6WD articulated 6x6 motorgrader (meeting the same specification as E731-D2, 185-230 HP range).

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

Option 2. Hydraulic rear benching wing (42") **PRICE \$** _____

Option 3. Hydraulic rear benching wing (60") **PRICE \$** _____

Option 4. Auto Shift Transmission **PRICE \$** _____

Option 5. Full-Height (High-Profile) Cab **PRICE \$** _____

NOTE: Additional options for each unit bid may be submitted as separate attachments.

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

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

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

Refer to Attachment A to see the counties within each district. (*Bidders are responsible for servicing all counties within the district(s) selected.*)

Northwest District _____

St. Louis District _____

Northeast District _____

Southwest District _____

Kansas City District _____

Southeast District _____

Central District _____

All Districts _____

Straight Lease

ITEM #4: Straight lease of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP Range (165–185), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #3)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Straight Lease

ITEM #4A: Straight lease of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP Range (185-230), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District location in the State of Missouri (listed on page 2 of this document).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month

Overage/Hr _____

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #3)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease</u> <u>Purchase Price</u>
Base Unit	_____	_____
Overage/Hr	_____	_____
Option 1	_____	_____
Option 2	_____	_____
Option 3	_____	_____
Option 4	_____	_____
Option 5	_____	_____

Mandatory Training

Each motorgrader purchased by MoDOT shall have the minimum mandatory training supplied as outlined below:

Mandatory for each unit sold (if multiple, at MoDOT’s discretion, training may be combined)

Four (4) hours safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Optional Training

Price must be included for each item for the following optional training: (Price per student)

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

a.) 8 hours Electronic Operation and Diagnostics

- 1. Engine
- 2. Transmission
- 3. HVAC
- 4. Hydraulics
- 5. Calibration Procedures

b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

- 1. Operation
- 2. Adjustments
- 3. Pressure/Flow Tests

12 hour Basic Operation and Diagnostics

Price per student: \$ _____

Optional Software

Price must be included for the following: diagnostic software, cables, and interface. (Price per set)

Diagnostic software, cables, and interface:

Price per set: \$ _____

Optional Maintenance

Optional price for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT’s discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

Price for vendor to perform the first scheduled on-site maintenance:

Price per unit: \$ _____

Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

Manuals

- a. One set of service and parts CD's per unit sold.
- b. Operator manuals must be hard copy and supplied with each individual unit.

All vendors shall provide toll free numbers for technical assistance on all components of the items bid. Toll free numbers shall be manned during normal working hours (8 AM to 5 PM).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: Signature:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business .										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as M/WBE Information		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced .	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

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

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

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

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

YES _____ NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of December 20 12

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

NOW ON THIS DAY THE COUNTY COMMISSION OF THE COUNTY OF BOONE DOES HEREBY ORDER READOPTING CHAPTERS 1, 2, 3, 4, 5, 6, 7 and 8, and REVISING CHAPTER 9 OF THE CODE OF HEALTH REGULATIONS FOR BOONE COUNTY, MISSOURI

NOW on this 27 day of December, 2012, the County Commission of Boone County, Missouri, met in regular session and entered the following order in regard to revisions the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED that Chapters 1, 2, 3, 4, 5, 6, 7, 8, as currently maintained by the County Clerk of Boone County are hereby readopted, and Chapter 9 of the Code of Health Regulations for Boone County, Missouri, be revised and enacted in accordance with the text attached hereto and incorporated by reference, and

IT IS FURTHER ORDERED that the foregoing chapters 1, 2, 3, 4, 5, 6, 7, 8, and 9 of the Code of Health Regulations shall be effective from and after the date this order is entered.

IT IS FURTHER ORDERED that the County Clerk of Boone County, Missouri, print and make available for distribution to the public copies the Code of Health Regulations, and

IT IS FURTHER ORDERED that the attached order pertaining to the enactment of the Code of Boone County Health Regulations be published for a period of three (3) successive weeks commencing within thirty (30) days of the date of this order.

WITNESS the signatures and seal of the Boone County Commission on the day and year first above written.

Done this 27th day of December 2012.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

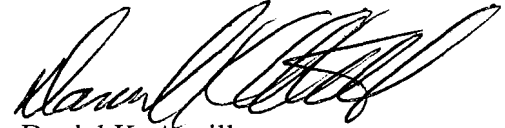
Term. 20

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

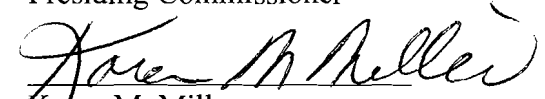
day of 20

ATTEST:

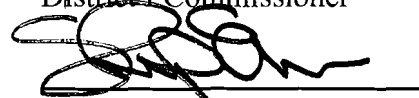
Wendy S. Noren
Wendy S. Noren *my*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CHAPTER IX

FOOD CODE

9.1 **Purpose** - These regulations are enacted for the purpose of enhancing the public health by preventing, reporting, controlling, treating and eliminating food borne illnesses and dangerous diseases and for that purpose they are intended to adopt Chapters 1 through 8, inclusive, of the City of Columbia, Missouri Food Code effective as of the date this Chapter is adopted by the County Commission of Boone County.

9.2 **Statutory Authority and Incorporation of Certain Regulations by Reference**- These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. Chapters 1 through 8 of the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on January 16, 2001, as amended and effective as of the date this Chapter is adopted by the County Commission, is hereby adopted and shall be called the “Boone County Food Code” and is hereby incorporated by reference as if fully set forth herein verbatim except as modified by section 9.4 below.

9.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the definitions found in Chapter I of this Code shall be applicable to this chapter and the following words and terms shall have the following special meanings:

9.3.1 **Health Director or Director** - The Health Director shall be the “regulatory authority” as the term is used in the Boone County Food Code. The Health Director shall generally supervise the administration of this chapter. As used in this chapter, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter. A Health Director also may be specially appointed if ordered by the Boone

County Commission under circumstances reasonably requiring such appointment. In the absence of special appointment and designation, the Health Director shall be the acting or permanent director of the Columbia/Boone County Health Department.

9.3.2 **Regulatory Authority** – The Health Director of the Columbia/Boone County Health Department.

9.4 **Modifications to Food Code** – For purposes of the Boone County Food Code, the following modifications shall be made to the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on January 16, 2001:

9.4.1 **Deletions to Code** - Chapter 8-304.30 dealing with food service worker certificates and related training, and certificates is deleted in its entirety. All other references in the Boone County Food Code to Chapter 8-304.30 or parts thereof are further deleted.

9.4.2 **Deletion and Substitution to Code** – Chapter 8-302.14 is deleted and the following is substituted:

8-302.14 **Contents of the Application.**

The application shall include:

(A) The name, birth date, mailing address, telephone number, and signature of the person applying for the permit and the name, mailing address, and location of the food establishment;

(B) Information specifying whether the food establishment is owned by an association, corporation, individual, partnership, or other legal entity;

(C) A statement specifying whether the food establishment:

(1) Is mobile or stationary and temporary or permanent, and

(2) Is an operation that includes one or more of the following:

(a) A Category 1 establishment defined as:

A business that prepares only food that is not potentially hazardous, and does not prepare, but offers for sale only prepackaged food that is potentially hazardous

(b) A category 2 establishment defined as:

A business that prepares, offers for sale, or serves potentially hazardous food only to order upon a consumer's request.

(c) A category 3 establishment defined as:

A business that prepares potentially hazardous food in advance using a food preparation method that involves two or more steps which may include combining potentially hazardous ingredients; cooking; cooling; reheating; hot or cold holding; freezing; or thawing; Prepares food for delivery to and consumption at a location off the premises of the food establishment where it is prepared,

(d) Prepares food under (C)(2)(b) of this section for service to a highly susceptible population.

(D) The name, title, address, and telephone number of the person directly responsible for the food establishment;

(E) The name, title, address, and telephone number of the person who functions as the immediate supervisor of the person specified under 8-302.14(D) of this section such as the zone, district, or regional supervisor;

(F) The names, titles, and addresses of:

(1) The persons comprising the legal ownership as specified under (A) & (B) of this section including the owners and officers, and

(2) The local resident agent if one is required based on the type of legal ownership;

(G) A statement signed by the applicant that:

(1) Attests to the accuracy of the information provided in the application, and

(2) Affirms that the applicant will:

(a) Comply with this Code, and

(b) Allow the regulatory authority access to the establishment as specified under § 8-402.11 and to the records specified under §§ 3-203.12 and 5-205.13 and Subparagraph 8-201.14(D)(6); and

(H) Other information required by the regulatory authority.

- 9.5 **Compliance Required** - It shall be unlawful for any person to violate any provision of these regulations or any directive issued by the Health Director or Health Department made for the purpose of implementing any section or provision of these regulations. It shall be unlawful to conduct any food operation required to have a permit by virtue of these regulations without first having obtained said permit.
- 9.6 **Enforcement** - The Health Director is hereby authorized to seek the assistance of the circuit court in enforcement of these regulations, as necessary to protect the public health, including obtaining issuance of restraining orders and other orders of injunction, and other equitable remedy as may be necessary and appropriate under the circumstances.
- 9.7 **Interpretation and Severability:** The regulations enacted under this chapter are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. In the event of conflict between any regulation contained herein and any other rule, regulations or law, the provision more protective of the public health shall apply; provided, however, that in the event of irreconcilable conflict between any provision of these regulations and rules or regulations enacted by the Department of Health under Chapter 192 RSMo, or the Department of Social Services under Chapter 198 RSMo, the rules or regulations enacted by those departments under those chapters shall prevail. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

9.8 **Jurisdiction** - The regulations contained in this chapter shall be applicable to all incorporated areas in Boone County, Missouri, unless said incorporated area now has, or shall hereafter have, a population of seventy-five thousand or greater and which are maintaining organized health departments, and all unincorporated areas within Boone County, Missouri.

9.9 **Penalties and Remedies** - Any person who violates any requirement or provision of this Code shall be deemed guilty of a misdemeanor and shall be punished as provided section 192.300, RSMo, or as otherwise provided by law. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as principal, agent or accessory, shall be guilty of such unlawful act, and every person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty. Every day any violation of any regulation of this Code shall continue shall constitute a separate offense unless otherwise specifically provided herein. The penal remedy provided herein shall not be exclusive and the Health Director or any health official may seek and obtain in their own name or in the name of the County any other judicial relief provided for in equity or at law, including but not limited to imposition of civil fines for violations of this Code as provided for in section 49.272, RSMo, and such other declaratory and injunctive relief as may be appropriate under the circumstances. Provided, however, the failure of the Health Director or Department to enforce any provision of these regulations, or to perform any duty prescribed for them hereunder, shall not itself not constitute a violation of these regulations, nor is any regulation in this chapter intended to create any legal responsibility or give rise to any legal liability on the part of the Health Director or

Department to the benefit of any person who is or claims to be affected by any such failure or nonperformance. Except as otherwise provided by law, any judicial review of the actions taken by the Health Director or Department under authority of this chapter shall be as provided in chapter 536 RSMo.

9.10 **Fees** – The County Commission has the authority to establish reasonable fees to pay for the costs incurred in carrying out the terms of the Boone County Food Code pursuant to Section 192.300 RSMo. The County Commission may, by separate Commission Order, impose such fees from time to time as it may deem appropriate to administer this program.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 2012

In the County Commission of said county, on the 27th day of December 20 12

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

NOW ON THIS DAY the County Commission of the County of Boone does hereby set the fees for permits and other activities associated with Chapter 9 of the Boone County Code of Health Regulations (the Boone County Food Code) as follows:

1. **BASIC FEES: Effective May 1, 2013**, those required to have a permit under this Chapter must prepare and submit an annual application on forms to be provided by the Boone County Health Department. For gross receipt purposes, all gross revenues not related to food shall be subtracted from the gross receipts figure used for this application. The Basic Fees shall be assessed according to the following fee schedule:

RISK→ GROSS RECEIPTS ↓	LOW RISK	MEDIUM RISK	HIGH RISK
< \$250,000	\$140	\$210	\$280
\$250,000 - \$750,000	\$210	\$280	\$350
>\$750,000	\$280	\$350	\$420

2. **TEMPORARY FOOD PERMITS: Effective February 1, 2013**, persons conducting a temporary food event (an event lasting less than fifteen (15) days), shall pay an inspection fee of Thirty Dollars (\$30.00). Notwithstanding the foregoing, there will be no fees charged for temporary food permits for events for which there is only one (1) food vendor participating.

3. **REINSPECTION FEES: Effective February 1, 2013**, in addition to the Basic Fees set out above, food establishments shall pay an administrative service fee of One Hundred Dollars (\$100.00) per inspection for second and subsequent reinspections required to confirm corrections of violations noted during the inspection process.

The Commission notes that the fees as set out above are anticipated to cover 29% of the County's costs in administering the County's Food Code program per the data compiled by the City/County Health Department.

Done this 27th day of December 2012.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

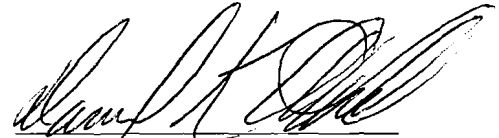
day of

20

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

ATTEST:

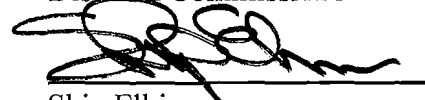
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

607-2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 2012

In the County Commission of said county, on the 27th day of December 20 12

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

NOW ON THIS DAY THE COUNTY COMMISSION OF THE COUNTY OF BOONE DOES HEREBY APPROVE THE ORDER FOR PUBLIC NOTICE STATING:

On the 27 day of December, 2012, the County Commission for Boone County, Missouri, met in regular session and entered the following order in regard to the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED THAT the County Clerk of Boone County, Missouri, make available to the public copies of Chapters 1, 2, 3, 4, 5, 6, 7, 8 and the revised Chapter 9 of the Code of Health Regulations for Boone County, Missouri, readopted and/or revised on the 27 day of December, 2012, by order of this Commission, and that the general public is hereby notified that such regulations as readopted and revised are available for distribution to the public at the office of the County Clerk, Boone County, Missouri, Boone County Government Center, 801 E. Walnut, Columbia, Missouri 65201.

Insertions: January 3, 2013, January 10, 2013, January 17, 2013

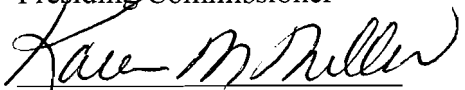
Done this 27th day of December 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

608 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the 27th day of December 20 12

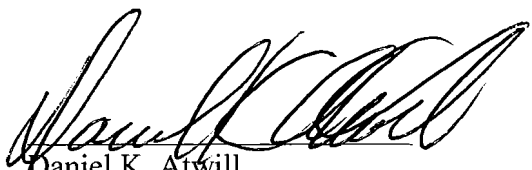
the following, among other proceedings, were had, viz:

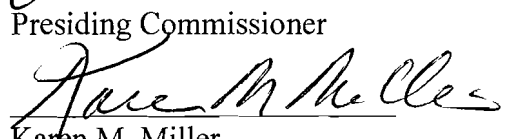
Now on this day the County Commission of the County of Boone does hereby mutually agree to amend the Memorandum of Understanding 2011-2013 with Laborers' Local Union 773 of the Laborers' International Union of North America per attached amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

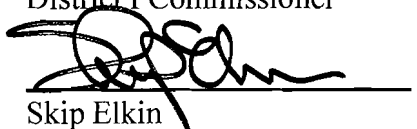
Done this 27th day of December, 2012.

ATTEST:

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


Daniel K. Atwill


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

NOW ON THIS 27th day of DECEMBER 2012, the County Commission of Boone County, Missouri, (herein "County") and Laborers' Local Union 773 of the Laborers' International Union of North America (herein "Union"), mutually agree to amend the Memorandum of Understanding 2011-2013 as follows:


For the purpose of effectuating the budgeted 3% merit pool in FY2013 for county employees, the parties agree that paragraph 8.1 is to be considered amended so as to allow all non-probationary employees who are receiving pay at 86% of midpoint or higher, and employees who are over the maximum of their pay range for their position, will be eligible to participate in the budgeted 3% merit pool such that their base pay may be increased up to 3%. Any such increases shall be at the discretion of the appropriate administrative authority.

Except as amended herein, the original Memorandum of Understanding 2011-2013 shall remain in effect in accordance with its terms.

IN WITNESS WHEREOF the undersigned have hereunto executed this amendment, to be effective on the date executed by the Boone County Commission indicated below.

**LABORERS' LOCAL UNION 773
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA**

By:


Regina Guevara

Title:

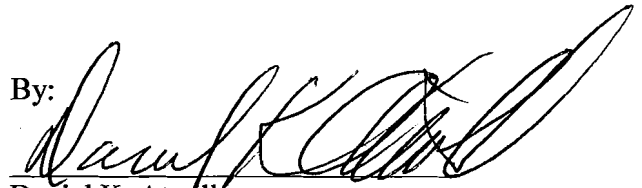
Field Representative

Dated:

Dec. 21, 2012

BOONE COUNTY COMMISSION

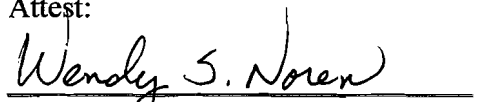
By:


Daniel K. Atwill
Presiding Commissioner

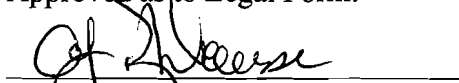
Dated:

12-27-12

Attest:


Wendy S. Noren, County Clerk *mg*

Approved as to Legal Form:


C.J. Dykhouse, County Counselor



**Laborers' International Union
Of North America - Local Union 773**

Representing Public Employees
Service and Maintenance
University - City - County - Health Care

611 N. Garth - Columbia, MO 65203
1-573-449-5723 • 1-573-239-8689 cell
Illinois Toll Free 1-877-993-5773

Fax: 573-499-4930

~~LOCAL773PE1@aol.com~~

www.local773.com



LIUNA

AT WORK

rguevara@local773.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

27th

day of December

20 12

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

Now on this day the County Commission of the County of Boone hereby **rescinds** Commission Order 324-2002 and Commission Order 268-2012, and **adopts** the following process for the distribution of Net Additional Sales Tax Revenue to the Application Entities as contemplated in Commission Order 294-2011:

1. The Net Additional Sales Tax Revenue allocated to the Application Entities (1% per Commission Order 294-2011) shall be distributed as follows:
 - a. Beginning in 2013 for a period of 5 years, funding will be distributed solely on the basis of a Cooperative Agreement in which the Stakeholder Entity agrees to use the funds for road and bridge improvements, without any project-specific application necessary, in the following percentages, for the following municipalities:
 - i. Sturgeon – 48%
 - ii. Rocheport – 19%
 - iii. Harrisburg – 16%
 - iv. Hartsburg – 12%
 - b. Beginning in 2013 for a period of 5 years, the remaining 5% shall be budgeted toward the Application Entity Pool, with any unexpended funds being re-budgeted in each successive year so as to accumulate a larger budgeted amount in the Application Entity Pool.
 - c. In Year #6, funding will be distributed solely on the basis of a Cooperative Agreement in which the Stakeholder Entity agrees to use the funds for road and bridge improvements, without any project-specific application necessary, in the following percentages, for the following municipalities:
 - i. Sturgeon – 37%
 - ii. Rocheport – 15%
 - iii. Harrisburg – 13%
 - iv. Hartsburg – 10%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- d. In Year #6, the remaining 25% shall be budgeted toward the Application Entity Pool, with any unexpended funds being re-budgeted in each successive year so as to accumulate a larger budgeted amount in the Application Entity Pool.
2. The 6-year cycle set out above will then repeat.
3. As funding is available in the Application Entity Pool, the Application Entities of Pierpont, McBaine, and Huntsdale shall be eligible to apply for funds from the Application Entity Pool funds using the Application approved in Commission Order 264-2012. Boone County Resource Management staff will review said applications and make a recommendation on whether the application-based project appears to be eligible for further funding consideration by the Commission.
4. Scenario #2 on the chart below (based on estimated 2012 figures) is incorporated herein as an example of how this Commission Order is intended to be implemented.

Scenario 2 (Recommendation) Year 1-5			Year 6		
2012			100% of Pool		
Preliminary Assessed Valuation	%	100% of Pool Allocated per Assessed Valuation	100% of Pool Allocated per Assessed Valuation		
Sturgeon	7,053,149	48%	32,724.73	37%	25,160
Rocheport	2,846,652	19%	13,207.71	15%	10,200
Harrisburg	2,403,676	16%	11,152.45	13%	8,840
Hartsburg	980,420	* 12%	8,160.00	10%	6,800
Pierpont	1,108,226				
McBaine	135,173	** 5%	3,400.00	25%	17,000
Huntsdale	128,717				
14,656,013	100%	68,000.00	100%	68,000	

* Increase Hartsburg from 7% to 12% of AV proportion.
 ** Decrease Huntsdale, McBaine & Pierpoint in the aggregate from 10% to 5% of AV proportion. These funds will be pooled until such time a project is requested and approved. Any carryover/unused funds from other cities can automatically go into this pool until a such time a project is requested and approved.

Done this 27th day of December, 2012.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

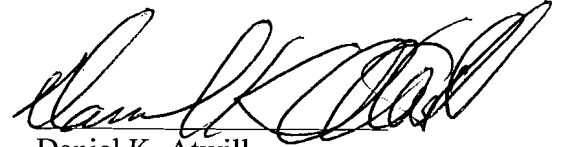
day of

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

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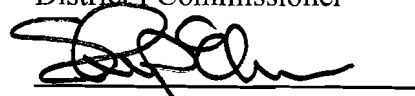
Wendy S. Noren
Wendy S. Noren *me*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 27th day of December 20 12
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the 2013 & 2014 Commission Assignments per the attached memorandum.

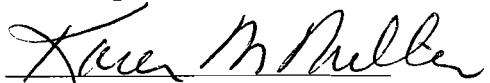
Done this 27th day of December, 2012.

ATTEST:

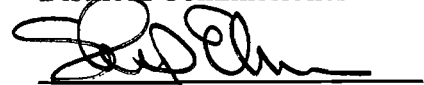
Wendy S. Noren
Wendy S. Noren *my*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

2013 COMMISSION ASSIGNMENTS

<p><u>ALL</u></p> <p>Appointments of Boards & Commissions Board of Equalization (BOE) Budget Approval Commission Budget Coordination County Commissioner Association (CCAM) Energy & Environment (E&E) Farm Bureau Legislative Priorities Quarterly City/County/ Columbia Public Schools Smart Growth Coalition West Central Commissioner's Association</p> <p>Work Sessions: Chet Dunn – PW Maintenance Operations Melinda Bobbitt – Purchasing Aron Gish - Information Technology Stan Shawver – Resource Management – Human Resources Bob Davidson – Facilities Maintenance – Emergency Management Stephanie Browning – Health Department Mike Matthes – City of Columbia Tom Ratermann – Boone County Regional Sewer District</p>	<p><u>KAREN M. MILLER</u></p> <p>Airport Advisory Boone County Regional Sewer District (BCRSD) Boone Hospital Center Board (BHCBS) Central Missouri Community Action County Commissioners Association of Missouri (CCAM) Downtown Leadership Council (DLC) Health Department Health Trust Committee (HTC) <ul style="list-style-type: none"> • Wellness Sub-committee Missouri Association of Counties (MAC) Resource Management <ul style="list-style-type: none"> • Storm Water • Building Codes • Planning • Engineering National Association of Counties (NACo) Parking Purchasing Community Services <ul style="list-style-type: none"> • Putting Kids First • Community Health • Community Services Advisory Regional Economic Development, Inc. (REDI)</p>
<p><u>DANIEL K. ATWILL</u></p> <p>Board of Parks Commission Bo. Co. Fire Protection District Boone County Solid Waste Executive Board Columbia Area Transportation System (CATSO) Columbia Chamber of Commerce Board * Commission Staff Liaison 911 Emergency Management <ul style="list-style-type: none"> • Local Emergency Planning (LEPC) • Joint Communications (JCIC) • Disaster Plan – COOP Financial Signing Official Human Resources (HR) <ul style="list-style-type: none"> • Employee Benefits • Workers Comp Committee Industrial Development Authority (IDA) Mid-Missouri Regional Planning Commission (MMRPC) Public Works <ul style="list-style-type: none"> • Maintenance Operations • Road & Bridge Advisory So. Bo. Co. Fire Protection District Workforce Investment Act (WIA)</p> <p>* MUST BE PRESIDING COMMISSIONER</p>	<p><u>JANET M. THOMPSON</u></p> <p>Boone County Council on Aging (BCCA) Boone County Fairgrounds Boone County Family Resources (BCFR) Boone County Senior Citizens Services Corp (The Bluffs) Convention & Visitors Bureau (CVB) Criminal Justice Administration Extension Council Facilities Maintenance <ul style="list-style-type: none"> • Condo Board Information Technology <ul style="list-style-type: none"> • Information Technology Advisory Committee Judicial & Law Enforcement Task Force Missouri Association of Counties (MAC)</p>