

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 17th day of September 20 15

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

Now on this day the County Commission of the County of Boone does hereby set the 2015 tax rates per hundred dollars of assessed valuation for county purposes as follows:

<b>County of Boone</b>	<b>Total \$ .2846</b>
General Revenue	\$ .1200
Common Road and Bridge	\$ .0500
Group Homes	\$ .1146
<b>County-wide Surtax on Subclass III Property</b>	<b>\$ .6100</b>

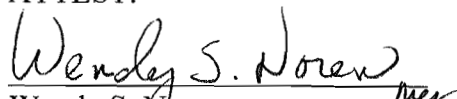
Now be it further ordered that the County Commission, having received reports from the various political subdivisions, so sets their tax rates per hundred dollars of assessed valuation as instructed for the year 2015:

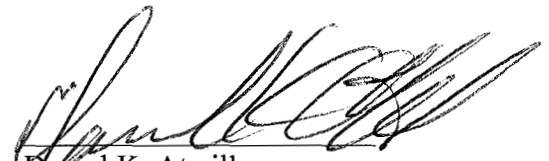
<b>State of Missouri</b>	<b>\$ .0300</b>
<b>Columbia Public Schools</b>	<b>Total \$5.4656</b>
Incidental Fund	\$1.9413
Teachers Fund	\$2.4788
Debt Service	\$ .9719
Capital Projects	\$ .0736
<b>Southern Boone County R-I Schools</b>	<b>Total \$5.0300</b>
Incidental Fund	\$3.7500
Teachers Fund	\$ .0000
Debt Service	\$1.2800
Capital Projects	\$ .0000
<b>Hallsville R-IV Schools</b>	<b>Total \$4.2991</b>
Incidental Fund	\$3.0291
Teachers Fund	\$ .0000
Debt Service	\$1.1100
Capital Projects	\$ .1600
<b>Sturgeon R-V Schools</b>	<b>Total \$5.1190</b>
Incidental Fund	\$3.8490
Teachers Fund	\$ .0000
Debt Service	\$1.2700
Capital Projects	\$ .0000
<b>Centralia R-VI Schools</b>	<b>Total \$4.3282</b>
Incidental Fund	\$3.4382
Teachers Fund	\$ .0000
Debt Service	\$ .8900
Capital Projects	\$ .0000

<b>Harrisburg R-VIII Schools</b>	<b>Total</b>	<b>\$4.5611</b>
Incidental Fund	\$3.4111	
Teachers Fund	\$ .0000	
Debt Service	\$1.1500	
Capital Projects	\$ .0000	
<b>New Franklin R-I Schools</b>	<b>Total</b>	<b>\$4.1111</b>
Incidental Fund	\$3.4109	
Teachers Fund	\$ .0000	
Debt Service	\$ .7002	
Capital Projects	\$ .0000	
<b>Fayette R-III Schools</b>	<b>Total</b>	<b>\$4.2528</b>
Incidental Fund	\$3.5000	
Teachers Fund	\$ .0000	
Debt Service	\$ .7528	
Capital Projects	\$ .0000	
<b>North Callaway R-I Schools</b>	<b>Total</b>	<b>\$3.7925</b>
Incidental Fund	\$3.1263	
Teachers Fund	\$ .0000	
Debt Service	\$ .6662	
Capital Projects	\$ .0000	
<b>City of Ashland</b>	<b>Total</b>	<b>\$ .2641</b>
General Revenue	\$ .2641	
<b>City of Centralia</b>	<b>Total</b>	<b>\$ .9697</b>
General Revenue	\$ .6698	
Parks & Recreation	\$ .2999	
<b>City of Columbia</b>	<b>Total</b>	<b>\$ .4100</b>
General Revenue	\$ .4100	
<b>City of Hallsville</b>	<b>Total</b>	<b>\$ .8500</b>
General Revenue	\$ .5825	
Debt Service	\$ .2675	
<b>Town of Harrisburg</b>	<b>General Revenue</b>	<b>\$ .3562</b>
<b>Village of Hartsburg</b>	<b>General Revenue</b>	<b>\$ .5798</b>
<b>City of Rocheport</b>	<b>General Revenue</b>	<b>\$ .2744</b>
<b>City of Sturgeon</b>	<b>General Revenue</b>	<b>\$ .5547</b>
<b>Boone County Fire Protection District</b>	<b>Total</b>	<b>\$ .8842</b>
General Revenue	\$ .6342	
Debt Service	\$ .2500	
<b>Southern Bo. Co. Fire Protect. District</b>	<b>Total</b>	<b>\$ .3607</b>
General Revenue	\$ .2137	
Debt Service	\$ .1470	
<b>Boone County Library District</b>	<b>Total</b>	<b>\$ .3091</b>
<b>Centralia Library District</b>	<b>Total</b>	<b>\$ .6285</b>
Library	\$ .5500	
Library Bond	\$ .0785	
<b>Columbia Regional Library</b>	<b>Total</b>	<b>\$ .5224</b>
General Revenue	\$ .3114	
Debt Service	\$ .2110	
<b>Callahan Watershed Subdistrict</b>	<b>General Revenue</b>	<b>\$ .0900</b>

Done this 17th day of September, 2015.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

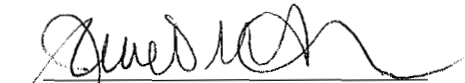
  
Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner



Janet M. Thompson

District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

September

20

15

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

Now on this day the County Commission of the County of Boone does hereby award bid 45-06AUG15 – Solid Block Asphalt Term & Supply as follows:

Base Bid awarded to Paving Maintenance Supply, Inc. of Lee’s Summit, MO

Alternate Bid awarded to Missouri Petroleum Products Company, LLC of St. Louis, MO

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

Done this 17th day of September, 2015.

ATTEST:

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

[Signature]

Daniel K. Atwill  
Presiding Commissioner

[Signature]

Karen M. Miller  
District I Commissioner

[Signature]

Janel M. Thompson  
District II Commissioner



# Boone County Purchasing

Jacob M. Garrett  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett, Buyer  
DATE: August 25, 2015  
RE: Bid Award Recommendations #: 49-20AUG15 – Solid Block Asphalt  
Term & Supply

Request for Bid 49-20AUG15 – Solid Block Asphalt Term & Supply closed on August 20, 2015. Five bids were received. Greg Edington, Asst. Manager of Road Maintenance Operations of Boone County Public Works, recommends Paving Maintenance Supply, Inc of Lee's Summit, MO for offering the lowest and best for the base bid. Base Bid Contract award is \$17,480.00

Greg also recommends award of the Alternate Bid to Missouri Petroleum Products Company. LLC. of St. Louis, MO for offering the lowest and best for the alternate bid. Alternate Bid Contract award is \$18,468.00

Invoices will paid from 2040– PW-Maintenance Operations, account 26300 Material & Chemical Supplies. The entire project has a budget of \$22,000.00 but part of a \$67,000.00 budget.

cc: Greg Edington, Public Works  
Contract File

**PURCHASE AGREEMENT  
FOR  
SOLID BLOCK ASPHALT SEALANT TERM AND SUPPLY – BASE BID**

**THIS AGREEMENT** dated the 17<sup>th</sup> day of September 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Paving Maintenance Supply, 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, the County of Boone Request for Bid for **Solid Block Asphalt Sealant**, bid number **49-20AUG15**, any applicable addenda, and the Contractor’s bid response dated **August 18, 2015** and executed by **David L. Keener** 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 Request for Bid and any applicable addenda shall prevail and control over the Contractor’s bid response.

**2. Contract Duration** - This agreement shall commence on the date of award and continue through **February 29, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional five (5) six-month periods** subject to the pricing clauses in the Contractor’s bid response. This agreement may be extended beyond the expiration date by order of the County 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response. Contractor has been selected for award for the Base Bid:

Solid Block Asphalt Sealant: Crafcoc Polyflex Type 2 or approved equal: \$0.46 / lb.

**4. Delivery** - Contractor agrees to deliver the items as specified within **14-21 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 monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

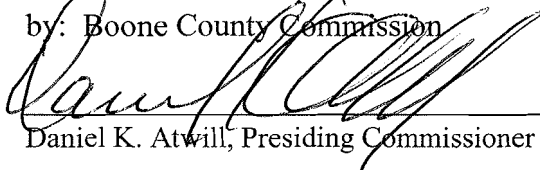
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**PAVING MAINTENANCE SUPPLY, INC.**

*David L. Keener*  
 by DAVID L. Keener  
 title Territory Manager  
 address 1808 SW Market St.  
Lee's Summit, MO 64082

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

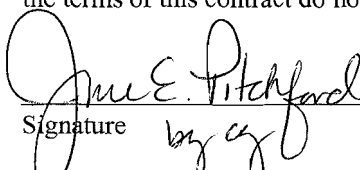
  
 C.J. Dykhouse, County Counselor

ATTEST:

  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
 Signature *by*

9/9/15  
 Date

2040/26300 Term/Supply  
*No Encumbrance Required*  
 Appropriation Account



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

## ***Request for Bid (RFB)***

***Jacob M. Garrett, Buyer***

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: JGarrett@boonecountymo.org

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### ***Bid Data***

Bid Number: **49-20AUG15**  
Commodity Title: **Solid Block Asphalt Sealant Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **Thursday, August 20, 2015**  
Time: **1:30 PM Central Time**  
**(Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department**  
**Boone County Annex Building**  
**613 E. Ash Street, Room 111**  
**Columbia, MO 65201**  
Directions: The Annex Building is located at the corner of 7<sup>th</sup> and Ash Streets.

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### ***Bid Opening***

Day / Date: **Thursday, August 20, 2015**  
Time: **1:30 PM Central Time**  
**(Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing Department**  
**Boone County Annex Building**  
**613 E. Ash Street, Room 111**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Standard Terms and Conditions**

Department

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 - Any questions or clarifications regarding this Bid should be directed in writing, by e-mail or fax to Jacob M. Garrett, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393; Fax (573) 886-4390, E-mail: JGarrett@boonecountymo.org. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

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

necessary, a new due date will be established.

- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder’s Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **September 1, 2015 through February 29, 2016 and may be automatically renewed for up to an additional five (5) six-month periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. ITEMS TO BE PROVIDED - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of Solid Block Asphalt Sealant as needed for the Boone County Public Work's Department.

2.1.1. Product Specification - Crafc0 Polyflex Type 2 or approved equal. Limits of material when heated in accordance with ASTM D5078: Cone Penetration @ 77° F. (ASTM D5329) 35-55; Resilience (ASTM D5329) 40% min.; Softening Point (ASTM D36) 200° F./min; Ductility 77° F. (ASTM D113) 30 cm/min.; Flexibility (ASTM D3111 Modified) Pass at 20° F.; Flow 140° F. (ASTM D5329) 3mm max.; Brookfield Viscosity 400° F. (ASTM D2669) 100 Poise max.; Asphalt compatibility (ASTM D5329) Pass; Bitumen Content (ASTM D4) 60% min.; Tensile Adhesion (ASTM D5329) 500% min.; Safe Heating Temperature 400° F.; Recommended Pour Temperature 380° F.

2.1.2. Product Information: Vendors shall submit product specification and MSD sheets with Bid Response.

2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages noted on the Response Form for the 1st and 2nd Renewal Periods.

2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

2.3. CONTRACT EXTENSION - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

2.4. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.5. PRICING - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

2.6. SCOPE OF SERVICE - The Public Works Department will order the specified material, as detailed on the Response Form, on an "as required" basis. The County requests direct shipment to the Public Works Department within one (1) week from the date of order.

2.7. ADDITIONAL INSTRUCTIONS

2.7.1. Product Substitution: All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

2.7.2. Quantities: Quantities are estimated based on past usage for a 12-month period. The County

anticipates ordering approximately 38,000 pounds. The County reserves the right to increase or decrease this projected quantity as requirements dictate.

- 2.7.3. **Stock Items:** The bidders are expected to have the items bid on the *Response Form* in stock. The item as bid is not to be subject to minimum order, or even carton only requirements.
- 2.7.4. Should a need arise for materials or services which are not available, the County reserves the right to secure materials or services from other sources to meet its immediate needs without prejudice of the contract.
- 2.7.5. **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. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Asst. Manager, Road Maintenance Operations, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9.1. **Delivery Terms** - FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.9.2. **Delivery Time:** All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.10. **BILLING** – The Contractor(s) shall “Bill as Shipped” to the Public Works Department. The Billing and Shipping address are the same.
- 2.11. **PAYMENT** – Monthly Statements shall be submitted to the Boone County Public Works Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.



**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain “N/A” or “No Bid”. Manufacturer’s published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under “Bid Opening”, all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the item as specified.
  - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
  - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

*Ren*

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 \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. PRICING

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$ _____ /lb	\$ _____

4.7.2. Maximum Percentage Increase for Renewal Periods

\_\_\_\_\_ % 2<sup>nd</sup> Six-month renewal

\_\_\_\_\_ % 3<sup>rd</sup> Six-month renewal

\_\_\_\_\_ % 3<sup>rd</sup> Six-month renewal

4.7.3. Delivery After Receipt of Order: \_\_\_\_\_ Days

Is there a minimum order required on the Solid Block Asphalt Sealant? (yes/no) \_\_\_\_\_.

4.7.4. If yes, what is the minimum order requirement? \_\_\_\_\_

4.7.5. Describe Vendor Return Policy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## Standard Terms and Conditions

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

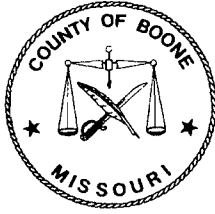
**Jacob M. Garrett, Buyer**

Phone: (573) 886-4393 – Fax: (573) 886-4390

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1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



***“No Bid” Response Form***

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201  
**Jacob M. Garrett, Buyer**

(573) 886-4393 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 49-20AUG15 - SOLID BLOCK ASPHALT SEALANT TERM & SUPPLY**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



BOONE COUNTY, MISSOURI  
Request for Bid #: 49-20AUG15 – Solid Block Asphalt – Term & Supply  
Boone County Public Works

**ADDENDUM #2** - Issued August 7, 2015

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

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

- 1) Replace the Response Form with the attached Revised Response Form adding an alternate bid.

Crafco RoadSaver 221 or RightPointe #3405 sealant or equivalent.

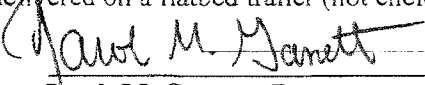
Meets the following specifications: ASTM D6690, Type II "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements."; Exceeds requirements of ASTM D6690 Type I and Federal specification SS-S-164.

Type II specification limits: Cone Penetration - 90 max., Flow - 3mm. max., Softening Point - 176 deg F min., Resilience - 60% min., Bond, -20 deg F, 50% ext. - Pass 3 cycles, Asphalt Compatibility - Compatible, Min. Application Temp. - 380 deg. F. Max. Heating Temp. - 400 deg. F.

This is an alternate purchase but if accepted will replace the quantities of the original request.

The quantities will be a single load, delivered on a flatbed trailer (not enclosed) for both the Base Bid and Alternate Bid.

By:

  
Jacob M. Garrett, Buyer  
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Bid# 49-20AUG15 – Solid Block Asphalt Sealant – Term & Supply, for Boone County Public Works receipt of which is hereby acknowledged:

Company Name: PMSI

Address: 1808 SW Market Lees Summit, MO 64082

Phone Number: (816) 525-8755

Fax Number: (816) 525-8756

E-mail: DAVE.Keener@pmsi-usa.net

Authorized Representative Signature: David L. Keener

Date: 8-18-2015

Authorized Representative Printed Name: Dave Keener

RFB #: 49-20AUG15

8/7/15

4. Revised Response Form

4.1. Company Name: PMSI-

4.2. Address: 1808 SW Market

4.3. City/Zip: Reels Summit, MO 64082

4.4. Phone Number: (816) 525-8755

4.5. Fax Number: (816) 525-8756

4.6. Federal Tax ID: 185084612

- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.7. PRICING

BASE BID

Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1. 38,000 lbs	Solid Block Asphalt Sealant: Crafcro Polyflex Type 2 or approved equal.	\$ 0.46 /lb	\$ 17,480.00

ALTERNATE BID

4.7.2. 38,000 lbs	Solid Block Asphalt Sealant: Crafcro RoadSaver 221 or RightPoints #3405 sealant or approved equal.	\$ 0.49 /lb	\$ 18,620.00
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4.7.3. Maximum Percentage Increase for Renewal Periods

- 10 % 2<sup>nd</sup> Six-month renewal
- % 3<sup>rd</sup> Six-month renewal
- % 3<sup>rd</sup> Six-month renewal

4.7.4. Delivery After Receipt of Order: 14-21 Days



Is there a minimum order required on the Solid Block Asphalt Sealant? (yes/no) no.  
4.7.5. If yes, what is the minimum order requirement? 38,000 pounds

4.7.6. Describe Vendor Return Policy:  
20% restocking fee - Job PMSI

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

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

4.10. Today's Date: 8.18.2015





4.11. Authorized Representative (Sign By Hand):  
David L. Keener

4.12. Type or Print Signed Name:  
Dave Keener

**READ BEFORE USING THIS PRODUCT**

**GENERAL** Crafcro RoadSaver 221 sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafcro product for 25 years. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver 221 pavement temperature performance limits are 64-28 for crack sealing and 64-34 for crack filling. Usage recommendations are shown in Crafcro pavement temperature grade charts shown at the right. Refer to Crafcro Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

High Temperature Grade (°C)

Low Temperature Grade (°C)	58	64	70	76	82
-4					
-10					
-16					
-22					
-28					
-34					
-40					
-46					

Pavement Temp for Sealant Usage

High Temperature Grade (°C)

Low Temperature Grade (°C)	58	64	70	76	82
-4					
-10					
-16					
-22					
-28					
-34					
-40					
-46					

Pavement Temp for Filler Usage

**SPECIFICATION CONFORMANCE** RoadSaver 221 meets all requirements of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). It also exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.

Test	ASTM D6690 (AASHTO M324) Type II Spec. Limits
Cone Penetration	90 max.
Flow	3mm max.
Softening Point	176°F (80°C) min.
Resilience	60% min.
Bond, -20°F (-29°C), 50% ext.	Pass 3 cycles
Asphalt Compatibility	Compatible
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

**INSTALLATION** The specific gravity of Crafcro RoadSaver 221 is 1.26 at 60°F. Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product can be supplied in either standard cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both packaging types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are supplied interlock stacked on 48 by 40 inch 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

BOX packaging consists of cardboard boxes containing approximately 30 lb. of product with 75 boxes per pallet, weighing approximately 2250 lbs. Boxes contain a quick melting release film enabling easy removal of product from the box. Boxes are taped closed, without any staples.

PLEXI-melt packaging consists of blocks containing 25 lb. of product with 80 packages per pallet, weighing 2000 lbs. To use, the pallet wrapping is removed, and the individual blocks are placed in the melter. There are no cardboard boxes to open, empty, or dispose of. The PLEXI-melt wrapping quickly melts into the product without affecting properties.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafcro recommendations for product installation.**



BOONE COUNTY, MISSOURI  
Request for Bid #: 49-20AUG15 – Solid Block Asphalt – Term & Supply  
Boone County Public Works

ADDENDUM #1 - Issued August 6, 2015

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

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

1) Clarifications to the Request for Bid:

- a. Section 2.1.1. Production Specification – Type 2 must have a minimum of ~~12%~~ rubber content.

8-10% *KL*

By:

*Jacob M. Garrett*

Jacob M. Garrett, Buyer  
Boone County Purchasing

OFFEROR has examined Addendum #1 to Request for Bid# 49-20AUG15 – Solid Block Asphalt Sealant – Term & Supply, for Boone County Public Works receipt of which is hereby acknowledged:

Company Name:

PMSI

Address:

1808 SW Market Lees Summit, MO  
64082

Phone Number:

(816) 525 8755

Fax Number:

(816) 525 8756

E-mail:

Dave. Keener @ pmsi-usa.net

Authorized Representative Signature:

*David L. Keener*

Date: 8.18.2015

Authorized Representative Printed Name:

DAVE Keener



420 N. Roosevelt Ave. • Chandler AZ 85226  
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513  
 www.crafco.com

**PRODUCT DATA SHEET**  
**POLYFLEX TYPE 2**  
 PART NO. 34518

JANUARY 2008

**READ BEFORE USING THIS PRODUCT**

**GENERAL** Crafco PolyFlex Type 2 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt or portland cement concrete pavements in moderate to warm climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. Polyflex Type 2 has been a quality Crafco product for 20 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

**USAGE GUIDELINES** PolyFlex Type 2 pavement temperature performance limits are 64-16 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

Low Temperature Grade (°C)	High Temperature Grade (°C)				
	58	64	70	76	82
-4	Shaded	Shaded			
-10	Shaded	Shaded			
-16	Shaded	Shaded			
-22					
-28					
-34					
-40					
-46					

Pavement Temp for Filler Usage

**SPECIFICATION CONFORMANCE** The Crafco recommended specification limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

<u>Test</u>	<u>Specification Limits</u>
Cone Penetration, 77°F(25°C)(ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200°F (93°C) min
Ductility 77°F(25°C)(ASTM D113)	30cm min
Flexibility (ASTM D3111 Modified)	Pass at 20°F (-7°C)
Flow, 140°F(60°C) (ASTM D5329)	3 mm max.
Brookfield Viscosity, 400°F(204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion (ASTM D5329)	500% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

**INSTALLATION** The unit weight of Crafco PolyFlex Type 2 sealant is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow. Installation Instructions for Hot-Applied RoadSaver, PolyFlex and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Packaging consists of individual boxes of products which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310 kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm<sup>2</sup>) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

**WARRANTY** CRAFTCO, Inc. warrants that CRAFTCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

4. Response Form

4.1. Company Name: PMSI

4.2. Address: 1808 SW Market

4.3. City/Zip: Lee's Summit, Mo 64082

4.4. Phone Number: (816) 525-8755

4.5. Fax Number: (816) 525-8756

4.6. Federal Tax ID: 185084612

- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.7. PRICING

34518 - PolyFlex II

Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1. 38,000 lbs	Solid Block Asphalt Sealant	\$ <u>0.46</u> /lb	\$ <u>17,480.00</u>

4.7.2. Maximum Percentage Increase for Renewal Periods

- 10 % 2<sup>nd</sup> Six-month renewal
- % 3<sup>rd</sup> Six-month renewal
- % 3<sup>rd</sup> Six-month renewal

4.7.3. Delivery After Receipt of Order: 14 - 21 Days

4.7.4. Is there a minimum order required on the Solid Block Asphalt Sealant?  (yes/no) \_\_\_\_\_.  
If yes, what is the minimum order requirement? 38,000#

4.7.5. Describe Vendor Return Policy:

20% Restocking fee - job PMSI

4.6. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes                        ✓   No

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

4.8. Today's Date:   8. 18. 2015  

4.9.. Authorized Representative (Sign By Hand):

  David L. Keener  

4.10. Type or Print Signed Name:

  Dave Keener

**PURCHASE AGREEMENT  
FOR  
SOLID BLOCK ASPHALT SEALANT TERM AND SUPPLY – ALTERNATE BID**

THIS AGREEMENT dated the 17<sup>th</sup> day of September 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Missouri Petroleum Products Company LLC**, herein “Contractor.”

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Solid Block Asphalt Sealant**, bid number **49-20AUG15**, any applicable addenda, and the Contractor’s bid response dated **August 11, 2015** and 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, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor’s bid response.

**2. Contract Duration** - This agreement shall commence on the date of award and continue through **February 29, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional five (5) six-month periods** subject to the pricing clauses in the Contractor’s bid response. This agreement may be extended beyond the expiration date by order of the County 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response. Contractor has been selected for award of the Alternate Bid of Solid Block Asphalt Sealant:

Crafco RoadSaver 221 or RightPoints #3406 sealant or approved equal: \$0.486 / lb.

**4. Delivery** - Contractor agrees to deliver the items as specified within **seven (7) Business 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 monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

MISSOURI PETROLEUM PRODUCTS  
COMPANY LLC

by [Signature]

title TERRITORY MGR

address 1620 WOODSON RD

ST. LOUIS, MO 63174

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
C.J. Dykhouse, County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature by ag

9/9/15  
Date

2040/26300 Term/Supply  
No Encumbrance Required  
Appropriation Account





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

## ***Request for Bid (RFB)***

***Jacob M. Garrett, Buyer***

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: JGarrett@boonecountymo.org

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### ***Bid Data***

Bid Number: **49-20AUG15**  
Commodity Title: **Solid Block Asphalt Sealant Term & Supply**

## **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **Thursday, August 20, 2015**  
Time: **1:30 PM Central Time**  
**(Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department**  
**Boone County Annex Building**  
**613 E. Ash Street, Room 111**  
**Columbia, MO 65201**  
Directions: The Annex Building is located at the corner of 7<sup>th</sup> and Ash Streets.

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### ***Bid Opening***

Day / Date: **Thursday, August 20, 2015**  
Time: **1:30 PM Central Time**  
**(Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing Department**  
**Boone County Annex Building**  
**613 E. Ash Street, Room 111**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Standard Terms and Conditions**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Any questions or clarifications regarding this Bid should be directed in writing, by e-mail or fax to Jacob M. Garrett, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393; Fax (573) 886-4390, E-mail: JGarrett@boonecountymmo.org. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If

necessary, a new due date will be established.

- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **September 1, 2015 through February 29, 2016 and may be automatically renewed for up to an additional five (5) six-month periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of **Solid Block Asphalt Sealant** as needed for the Boone County Public Work's Department.
- 2.1.1. **Product Specification** – Crafc0 Polyflex Type 2 or approved equal. Limits of material when heated in accordance with ASTM D5078: Cone Penetration @ 77° F. (ASTM D5329) 35-55; Resilience (ASTM D5329) 40% min.; Softening Point (ASTM D36) 200° F./min.; Ductility 77° F. (ASTM D113) 30 cm/min.; Flexibility (ASTM D3111 Modified) Pass at 20° F.; Flow 140° F. (ASTM D5329) 3mm max.; Brookfield Viscosity 400° F. (ASTM D2669) 100 Poise max.; Asphalt compatibility (ASTM D5329) Pass; Bitumen Content (ASTM D4) 60% min.; Tensile Adhesion (ASTM D5329) 500% min.; Safe Heating Temperature 400° F.; Recommended Pour Temperature 380° F.
- 2.1.2. **Product Information:** Vendors shall submit product specification and MSD sheets with Bid Response.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages noted on the Response Form for the 1<sup>st</sup> and 2<sup>nd</sup> Renewal Periods.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **SCOPE OF SERVICE** - The Public Works Department will order the specified material, as detailed on the *Response Form*, on an "as required" basis. The County requests direct shipment to the Public Works Department within one (1) week from the date of order.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 2.7.2. **Quantities:** Quantities are estimated based on past usage for a 12-month period. The County

anticipates ordering approximately 38,000 pounds. The County reserves the right to increase or decrease this projected quantity as requirements dictate.

- 2.7.3. **Stock Items:** The bidders are expected to have the items bid on the *Response Form* in stock. The item as bid is not to be subject to minimum order, or even carton only requirements.
- 2.7.4. Should a need arise for materials or services which are not available, the County reserves the right to secure materials or services from other sources to meet its immediate needs without prejudice of the contract.
- 2.7.5. **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. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Asst. Manager, Road Maintenance Operations, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9.1. **Delivery Terms** - FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.9.2. **Delivery Time:** All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.10. **BILLING** – The Contractor(s) shall “Bill as Shipped” to the Public Works Department. The Billing and Shipping address are the same.
- 2.11. **PAYMENT** – Monthly Statements shall be submitted to the Boone County Public Works Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.

**3. Response Presentation and Review**

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- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain “N/A” or “No Bid”. Manufacturer’s published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under “Bid Opening”, all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the item as specified.
  - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
  - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

*Ren*

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 \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. **PRICING**

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$ /lb	\$

4.7.2. **Maximum Percentage Increase for Renewal Periods**

\_\_\_\_\_ % 2<sup>nd</sup> Six-month renewal

\_\_\_\_\_ % 3<sup>rd</sup> Six-month renewal

\_\_\_\_\_ % 3<sup>rd</sup> Six-month renewal

4.7.3. Delivery After Receipt of Order: \_\_\_\_\_ Days

Is there a minimum order required on the Solid Block Asphalt Sealant? (yes/no) \_\_\_\_\_.

4.7.4. If yes, what is the minimum order requirement? \_\_\_\_\_

4.7.5. Describe Vendor Return Policy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.6. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

4.8. Today's Date: \_\_\_\_\_

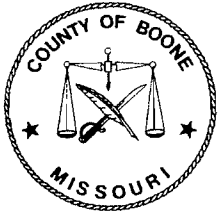
4.9. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.10. Type or Print Signed Name:

\_\_\_\_\_





## Standard Terms and Conditions

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

**Jacob M. Garrett, Buyer**

Phone: (573) 886-4393 – Fax: (573) 886-4390

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1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



***“No Bid” Response Form***

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201  
**Jacob M. Garrett, Buyer**

(573) 886-4393 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 49-20AUG15 - SOLID BLOCK ASPHALT SEALANT TERM & SUPPLY**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 49-20AUG15 – Solid Block Asphalt – Term & Supply**  
**Boone County Public Works**

**ADDENDUM #2 - Issued August 7, 2015**

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

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

- 1) Replace the Response Form with the attached Revised Response Form adding an alternate bid.

Crafco RoadSaver 221 or RightPointe #3405 sealant or equivalent.

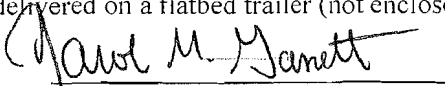
Meets the following specifications: ASTM D6690, Type II "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements."; Exceeds requirements of ASTM D6690 Type I and Federal specification SS-S-164.

Type II specification limits: Cone Penetration - 90 max., Flow - 3mm. max., Softening Point - 176 deg F min., Resilience - 60% min., Bond, -20 deg F, 50% ext. - Pass 3 cycles, Asphalt Compatibility - Compatible, Min. Application Temp. - 380 deg. F. Max. Heating Temp. - 400 deg. F.

This is an alternate purchase but if accepted will replace the quantities of the original request.

The quantities will be a single load, delivered on a flatbed trailer (not enclosed) for both the Base Bid and Alternate Bid.

By:

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

OFFEROR has examined **Addendum #2** to Request for Bid# 49-20AUG15 – *Solid Block Asphalt Sealant – Term & Supply*, for Boone County Public Works receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC.

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

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

E-mail: mhartman@missouripetroleum.com

Authorized Representative Signature:  Date: 8/11/2015

Authorized Representative Printed Name: Mike Hartman

RFB #: 49-20AUG15

8/7/15

**4. Revised Response Form**

- 4.1. Company Name: Missouri Petroleum Products Company, LLC.
- 4.2. Address: 1620 Woodson Rd
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: 314-219-7305
- 4.5. Fax Number: 314-991-9624
- 4.6. Federal Tax ID: 43-1845744
- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

**4.7. PRICING**

**BASE BID**

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant: Crafcro Polyflex Type 2 or approved equal.	\$ 0.476 /lb	\$ 18,088.00
<b><u>ALTERNATE BID</u></b>				
4.7.2.	38,000 lbs	Solid Block Asphalt Sealant: Crafcro RoadSaver 221 or RightPoints #3405 sealant or approved equal.	\$ 0.486 /lb	\$ 18,468.00

**4.7.3. Maximum Percentage Increase for Renewal Periods**

- 10 % 2<sup>nd</sup> Six-month renewal
- 10 % 3<sup>rd</sup> Six-month renewal
- 10 % 3<sup>rd</sup> Six-month renewal

4.7.4. Delivery After Receipt of Order: 7 Business Days

Is there a minimum order required on the Solid Block Asphalt Sealant? (yes/no) Yes.  
4.7.5. If yes, what is the minimum order requirement? 38,000 pounds

4.7.6. Describe Vendor Return Policy:

Boxes must be in salable shape, not weathered or ripped.

County is responsible for delivery back to our yard in

St. Louis, MO


4.8. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes  No

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

4.10. Today's Date: 8/11/2015

4.11. Authorized Representative (Sign By Hand):



4.12. Type or Print Signed Name:

Mike Hartman



BOONE COUNTY, MISSOURI  
Request for Bid #: 49-20AUG15 – Solid Block Asphalt – Term & Supply  
Boone County Public Works

**ADDENDUM #1** - Issued August 6, 2015

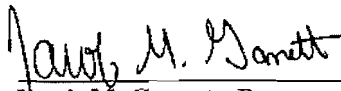
This addendum is issued in accordance with the RFB Specification Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1) Clarifications to the Request for Bid:

- a. Section 2.1.1. Production Specification – Type 2 must have a minimum of 13% rubber content.

By:

  
\_\_\_\_\_  
Jacob M. Garrett, Buyer  
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid# 49-20AUG15 – Solid Block Asphalt Sealant – Term & Supply, for Boone County Public Works receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC.

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

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

E-mail: mhartman@missouripetroleum.com

Authorized Representative Signature:  Date: 8/11/15

Authorized Representative Printed Name: Mike Hartman



**1. Identification**

**GHS product identifier**

1190, 3405 Regular, 3405 Parking Lot Sealant, 3405 Rubber, 3405 All Virgin, 3405 Modified, Direct Fire Parking Lot Sealant, Polyfiber-EF, 5078, RP Type 2 MV, RP Type 4 LV, Joint Adhesive, RP 6297 Binder, 3405 Modified KS, Asphalt Rubber Modified, RP Type 3725, RP Type 3723, St. Louis Rubber, PLS Class A, PLS Class B

**Version #**

01

**Issue Date**

June 1, 2015

**Recommended use**

Pavement Crack and Joint Sealing

**Recommended Restrictions**

Not available.

**Manufacturer:**

Right Pointe Company

**Manufacturer Address:**

234 Harvestore Drive  
Dekalb, IL 60115 USA

**Contact Name:**

Philippe Gauthier

**Telephone:**

815-754-5700

**E-mail:**

Philippeg@rightpointe.com

**CHEMTREC:**

800-424-9300

**2. Hazards Identification**

**GHS classification**

**Physical hazards**

Not classified.

**Health hazards**

Not classified.

**Environmental hazards**

Not classified.

**GHS label elements**

**Signal word**

Not applicable.

**Hazard Symbol**

**None.**

**Hazard statement**

Not applicable.

**Prevention**

Not applicable.

**Response**

Specific treatments see Section 4 of this MSDS.

**Storage**

Not applicable.

**Disposal**

Dispose of contents / container in accordance with local / regional / national / international regulations.

**3. Composition / Information on Ingredients**

Components	CAS #	Percent
ASPHALT	8052-42-4	25-95
MINERAL FILLER	MIXTURE	0-75
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC	64742-52-5	0-30
VULCANIZED RUBBER COMPOUND	MIXTURE	0-25
POLYESTER FIBERS	25038-59-9	0-8

**4. First Aid Measures**

**First aid procedures**

**Eye**

Get medical attention if irritation develops and persists.

**Skin**

In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Thoroughly wash (or discard) clothing and shoes before reuse.

**Inhalation**

Not available.



**Ingestion** Rinse mouth. Do not induce vomiting. Call a POISON CENTER or doctor / physician if you feel unwell.

**Notes to physician** In case of ingestion, the decision of whether or not to induce vomiting should be made by the attending physician. Certain pre-existing conditions may make workers particularly susceptible to the effects of this chemical: asthma, allergies, impaired pulmonary function.

**General advice** If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Discard any shoes or clothing items that cannot be decontaminated.

**5. Fire-fighting Measures**

**Flammable properties**

Not flammable by OSHA criteria.

**Extinguishing media**

**Suitable extinguishing media**

Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Addition of water or foam to the fire may cause frothing.

**Unsuitable extinguishing media**

Do not use a solid water stream as it may scatter and spread fire.

**Protection of firefighters**

**Specific hazards arising from the chemical**

Development of hazardous combustion gases or vapors possible in the event of a fire. The following may develop: Acrolein.

**Protective equipment and precautions for firefighters**

Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Structural firefighters' protective clothing will only provide limited protection.

**Fire fighting equipment/instructions**

In case of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. By fire, toxic gases may be formed (Cox, NOx). Keep run-off water out of sewers and water sources. Dike for water control.

**Specific methods**

In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. Use water spray to cool unopened containers.

**Hazardous combustion products**

Oxides of carbon and nitrogen Sulfur dioxide.

**6. Accidental Release Measures**

**Personal precautions**

Keep unnecessary personnel away. Ventilate closed spaces before entering them. Do not touch or walk through spilled material.

**Environmental precautions**

Runoff or release to sewer, waterway, or ground is forbidden.

**Methods for containment**

ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area).

**Methods for cleaning up**

Dike far ahead of spill for later disposal. Collect and dispose of spillage as indicated in section 13 of this MSDS.

Never return spills in original containers for re-use.

**7. Handling and Storage**

**Handling**

The product is non-combustible. If headed, irritating vapors may be formed. Wash hands thoroughly after handling. Observe good industrial hygiene practices.

**Storage**

Prevent electrostatic build-up by using common bonding and grounding techniques. Store in a well-ventilated place. Keep the container tightly closed and dry. Keep out of the reach of children.

**8. Exposure Controls / Personal Protection**

**Control parameters**

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
ASPHALT (8052-42-4)	TWA	0.5 mg/m3	Inhalable fraction.
DISTILLATES (PETROLEUM),	TWA	5 mg/m3	Inhalable fraction.

HYDROTREATED HEAVY  
NAPHTHENIC (64742-52-5)

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value	Form
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (64742-52-5)	PEL	5 mg/m3 2000 mg/m3 500 ppm	Mist.

**Personal protective equipment**

**Eye/face protection**

Wear safety glasses: chemical goggles (if splashing is possible). Wear chemical goggles: face shield (if handling molten material).

**Skin protection**

Wear suitable protective clothing and eye/face protection. Use of an impervious apron is recommended.

**Respiratory protection**

When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

**General hygiene considerations**

When using do not smoke. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Handle in accordance with good industrial hygiene and safety practice.

**9. Physical and Chemical Properties**

**Appearance**

Solid.

**Physical state**

Solid.

**Form**

Solid.

**Color**

Black. Dark brown.

**Odor**

Product is a black, semi-solid with a burnt tar odor.

**Odor threshold**

Not available.

**pH**

Not available.

**Vapor pressure**

Not available.

**Vapor density**

Not available.

**Boiling point**

> 800 °F (> 426.7 °C)

**Melting point / Freezing point**

150-250 °F (65.6 – 121.1 °C) ASTM D36 Softening Point

**Solubility (water)**

Not available.

**Specific gravity**

1 – 1.9

**Relative density**

Not available.

**Flash Point**

> 400 °F (> 204.4 °C)

**Flammability limits in air,  
upper, % by volume**

Not available.

**Flammability limits in air,  
Lower, % by volume**

Not available.

**Auto-ignition temperature**

> 700 °F (> 371.1 °C)

**VOC**

0 %

**Percent volatile**

0 %

**Other data**

**Density**

N8.3 – 15.8 lb/gal

**Flammability class**

Combustible III B

**10. Stability and Reactivity**

**Chemical stability**

Stable

**Possibility of hazardous reactions**

Hazardous polymerization does not occur.

**Conditions to avoid**

Strong oxidizing agents.

**Incompatible materials**

Incompatible with oxidizing agents.

**Hazardous decomposition products**

Upon decomposition, product emits acrid dense smoke with carbon dioxide, carbon monoxide, trace oxides of nitrogen and sulfur, and water.

**11. Toxicological Information**

**Routes of exposure**

Inhalations. Skin contact.

**Chronic effects**

Prolonged inhalation may be harmful. May cause eczema-like skin disorders (dermatitis).

**Skin corrosion / irritation**

Defats the skin. Causes irritation.

Serious eye damage / eye irritation  
Other information

Irritating to eyes.  
Not available.

## 12. Ecological Information

Ecotoxicity  
Environmental effects

This product has no known eco-toxicological effects.  
An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Persistence and degradability  
Bioaccumulative potential  
Mobility in soil  
Other adverse effects

Not available.  
Not available.  
Not available.  
Not available.

## 13. Disposal Considerations

Disposal methods

Dispose of contents / container in accordance with local / regional / national / international regulations.  
Not applicable.

Waste codes

## 14. Transport Information

DOT

Basic shipping requirements:  
Special precautions

Not regulated as dangerous goods.

## 15. Regulatory Information

CERCLA (Superfund) reportable quantity

None

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard – Yes  
Delayed Hazard – Yes  
Fire Hazard – No  
Pressure Hazard – No  
Reactivity Hazard – No

Section 302 extremely hazardous substance  
Section 311 hazardous chemical

No  
No

Inventory status

Country(s) or region

Inventory Name

On inventory (yes/no)\*

Australia

Australian Inventory of Chemical Substances (AICS)

Yes

Canada

Domestic Substances List (DSL)

Yes

Canada

Non-Domestic Substances List (NDSL)

No

China

Inventory of Existing Chemical Substances in China (IECSC)

No

Europe

European Inventory of Existing Commercial Chemical Substances (EINESC)

Yes

Europe

European List of Notified Chemical Substances (ELINCS)

No

Japan

Inventory of Existing and new Chemical Substances (ENCs)

Yes

Korea

Existing Chemicals List (ECL)

Yes

New Zealand

New Zealand Inventory

Yes

Philippines

Philippine Inventory of Chemicals and Chemical Substances (PICCS)

Yes

United States & Puerto Rico

Toxic Substances Control Act (TSCA) Inventory

Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s).

### State regulations

**US – California Proposition 65 – CRT: Listed date/Carcinogenic substance**

ASPHALT (CAS 8052-54-4)

Listed: January 1, 1990 Carcinogenic.

**US – Minnesota Haz Subs: Cancer designation applies**

ASPHALT (CAS 8052-54-4)

Cancer designation applies.

DISTILLATES (PETROLEUM), HYDROTREATED

Cancer designation applies.

HEAVY NAPHTHENIC (CAS 64742-52-5)

<b>US – Minnesota Haz Subs: Hazardous substance</b> ASPHALT (CAS 8052-42-4)	Hazardous substance.
<b>US – New Jersey RTK – Substances: Listed substance</b> ASPHALT (CAS 8052-42-4)	Listed.
<b>US – Pennsylvania RTK – Hazardous Substances: Listed substance</b> ASPHALT (CAS 8052-42-4)	Listed.
<b>US – Pennsylvania RTK – Hazardous Substances: Special hazard</b> ASPHALT (CAS 8052-42-4)	Special hazard.

**16. Other Information**

**Further information**

HMIS® is a registered trade and service mark of the NPCA.

**HMIS® ratings**

Health: 1\*

Flammability: 1

Physical hazard: 0

**NFPA ratings**

Health: 1

Flammability: 1

Instability: 0

**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal, and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**Revision date**

**This data sheet contains changes from the previous version in section(s):**



**#5078**

No. JTS-005

Revision: 001

**DESCRIPTION**

#5078 HOT APPLIED SEALANT is a mixture of asphalt, plasticizer, synthetic polymer, and reclaimed tire rubber.

Our most economical material is a hot applied, one part sealant that provides superior results over roofing and straight paving grade asphalts.

- Good bonding characteristics
- Weather resistant
- Passes multiple freeze and thaw cycles

**SPECIFICATIONS**

- ASTM D-5078
- Various State DOT
- MI DOT Type 1323

**TYPICAL PROPERTIES**

Recommended Pour Temperature .....	370 °F
Maximum Heating Temperature .....	390 °F
Tack Free Time, min. ....	30 max.
Penetration at 77 °F .....	70 max.
Resilience .....	30 % min.
Flow at 140 °F .....	2.0 mm max.
Softening Point .....	150 °F min.
Reclaimed Rubber Content .....	20 % min.
Asphalt Compatibility .....	Compatible

**USE AND APPLICATIONS**

#5078 SEALANT is recommended for sealing of joints and cracks in concrete and asphaltic pavements and parking lots. It is designed for use in sealing expansion and contraction joints as well as random cracks.

- Roadways
- Highway Shoulders

**FEATURES AND BENEFITS**

- Compound for concrete and asphaltic pavements
- Actually prolongs the pavement service life
- Seals cracks and joints from water penetration

**EQUIPMENT**

Use an agitated oil-jacketed unit that has separate temperature gauges for both the sealant and the heat transfer fluid. Take the 30 lb. plastic bag of sealant and load into the kettle one at a time. Melt only enough material for the day's activities. Once melted, additional material can be added as needed. Material can be safely reheated within the sealants service life.

**NOTE: Prolonged heating of the sealant above the maximum safe heating temperature may cause it to gel in the kettle.**

**JOINT PREPARATIONS**

To facilitate proper adhesion, the joint or crack should be dry and clear of any dirt, dust or other contaminates. Substrate and ambient temperatures must be 40 °F or above. Proper sizing of the joint will cause the maximum extension/compression to not exceed 50% of the width. Joints or random cracks of 1/4" or less are difficult to properly clean prior to applying the sealant.

**SERVICE LIFE**

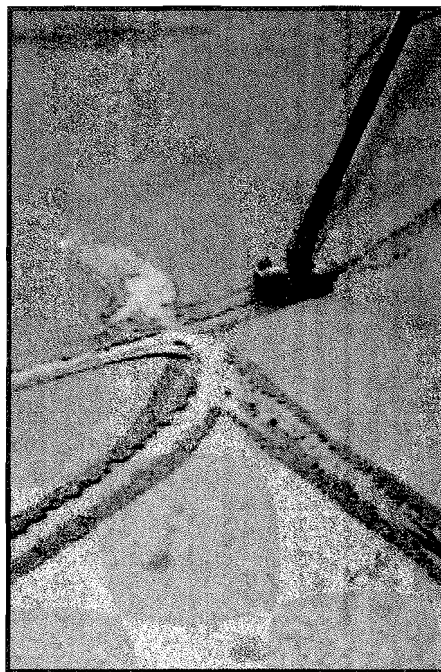
The service life (pot-life) at application temperatures is approximately 12 hours. Adding fresh material to the melter as sealant is being used will extend the service life. Material that has been overheated can thicken and gel in the melter. Any material that has exceeded the service life should be removed from the melter and discarded.

**COVERAGE**

Width	x	Depth	Pounds/100 lineal feet
3/8"	x	3/8"	6.9
3/8"	x	1/2"	9.3
1/2"	x	1/2"	12.3
1/2"	x	1"	24.7
3/4"	x	1/2"	18.6
3/4"	x	3/4"	27.8

**PACKAGING**

60# CARTON (2 SPLIT 30# CUBES)  
36 CARTONS PER PALLET



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# #3405 REGULAR

No. JTS-003

Revision: 001

## DESCRIPTION

#3405 REGULAR HOT APPLIED SEALANT is formulated with selected asphaltic resins, synthetic polymeric rubber, plasticizers, stabilizers, and a blend of organic reinforcing fillers.

This economical material is a hot applied, one part sealant that provides excellent results under extremely varying conditions. #3405 REGULAR is the perfect joint and crack sealant for many applications.

- Superior bonding characteristics
- High resiliency and weather resistance
- Excellent results throughout freeze and thaw cycles

## SPECIFICATIONS

- ASTM D-6690, Type I, II & III
- ASTM D-3405
- AASHTO M-301
- FAA P-605
- FED SPEC SS-S-1401

## TYPICAL PROPERTIES

Recommended Pour Temperature .....	370 °F
Maximum Heating Temperature .....	390 °F
Recommended Extended Heating .....	6 Hours
Resilience .....	60 % min.
Penetration (150gr/5 sec.) .....	90 max.
Flow at 140 °F .....	3 mm max.
Softening Point °F .....	176 °F min.
Bond - -20 °F/50% Ext. ....	Passes 3 cycles
Asphalt Compatibility .....	Compatible

## USE AND APPLICATIONS

#3405 REGULAR is recommended for sealing of joints and cracks in concrete and asphaltic pavements and parking lots. It is designed for use in sealing expansion and contraction joints as well as random cracks.

- Roadways
- Parking Lot
- Airport Runways

## FEATURES AND BENEFITS

- Premium quality joint and crack sealing compound for concrete and asphaltic pavements
- Actually prolongs the pavement service life
- Seals cracks and joints from water penetration

## EQUIPMENT

Use an agitated oil-jacketed unit that has separate temperature gauges for both the sealant and the heat transfer fluid. Take the 30 lb. plastic bag of sealant and load into the kettle one at a time. Melt only enough material for the day's activities. Once melted, additional material can be added as needed. Material can be safely reheated within the sealant's service life.

**NOTE: Prolonged heating of the sealant above the maximum safe heating temperature may cause it to gel in the kettle.**

## JOINT PREPARATIONS

To facilitate proper adhesion, the joint or crack should be dry and clear of any dirt, dust or other contaminants. Substrate and ambient temperatures must be 40 °F or above. Proper sizing of the joint will cause the maximum extension/compression to not exceed 50% of the width. Joints or random cracks of 1/4" or less are difficult to properly clean prior to applying the sealant.

## SERVICE LIFE

The service life (pot-life) at application temperatures is approximately 12 hours. Adding fresh material to the melter as sealant is being used will extend the service life. Material that has been overheated can thicken and gel in the melter. Any material that has exceeded the service life should be removed from the melter and discarded.

## COVERAGE

Width	Depth	Pounds/100 lineal feet
3/8"	3/8"	6.9
3/8"	1/2"	9.3
1/2"	1/2"	12.3
1/2"	1"	24.7
3/4"	1/2"	18.6
3/4"	3/4"	27.8

## PACKAGING

60# CARTON (2 SPLIT 30# CUBES)  
36 CARTONS PER PALLET



RIGHT POINTE  
 EXCEEDING EXPECTATIONS  
 #3405 REGULAR  
 HOT APPLIED SEALANT

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

September

20

15

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

Now on this day the County Commission of the County of Boone does hereby award bid 38-24AUG15 – Global Navigation Satellite System Hardware to Discovery Management Group, LLC of West Linn, Oregon.

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

Done this 17th day of September, 2015.

ATTEST:

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

[Signature]

Daniel K. Atwill  
Presiding Commissioner

[Signature]

Karen M. Miller  
District I Commissioner

[Signature]

Janet M. Thompson  
District II Commissioner

430-2015

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: September 8, 2015  
RE: RFP Award Recommendation: *38-24AUG15 – Global Navigation Satellite System Hardware*

The Request for Proposal for *38-24AUG15 – Global Navigation Satellite System Hardware* closed on August 24, 2015. Eight proposal responses were received.

The evaluation committee consisted of the following:

Jason Warzinik, GIS Manager  
Heather Schaefer, GIS Analyst  
Matthew Thomas, County Surveyor

The evaluation committee recommends award to Discovery Management Group, LLC of West Linn, Oregon per their attached Evaluation Report for offering the lowest and best solution for Boone County.

Total cost of equipment is \$7,595 and includes a two year warranty. Additional one-year renewal extension on the warranty may be purchased in future years for \$430 per year. Invoice will be paid from department 2010 - Assessment, account 91302 – Computer Software. \$7,700 was budgeted for this equipment.

ATT: Evaluation Report  
Proposal Tabulation

cc: Proposal File





Evaluation Report for Request for Proposal

38-24AUG15 – Global Navigation Satellite System Hardware

**OFFEROR #1: Griner and Schmitz (Carlson BRX5 RTK Rover)**

It has been determined that **Griner and Schmitz** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Griner and Schmitz** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Provide training and support

**Concerns:**

- Does not directly connect with ESRI GIS software, Ipad, android devices as required

**Experience/Expertise of Offeror**

**Strengths:**

- Have provided excellent service to the Resource Management's office for previous work
- Local Missouri company
- Provided other public entity references

**OFFEROR #2: Griner and Schmitz (Sokkia GCX2 RTK Rover)**

It has been determined that **Griner and Schmitz** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Griner and Schmitz** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Provide training and support

**Concerns:**

- Does not directly connect with ESRI GIS software, Ipad, android devices as required

**Experience/Expertise of Offeror**

**Strengths:**

- Have provided excellent service to the Resource Management's office for previous work
- Local Missouri company
- Provided other public entity references

**OFFEROR #3: Griner and Schmitz (Geo Max Zenith 20 RTK Rover)**

It has been determined that **Griner and Schmitz** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Griner and Schmitz** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Provide training and support

**Concerns:**

- Does not directly connect with ESRI GIS software, Ipad, android devices as required

**Experience/Expertise of Offeror**

**Strengths:**

- Have provided excellent service to the Resource Management's office for previous work
- Local Missouri company
- Provided other public entity references.

**OFFEROR #4: Discovery Management Group, LLC (ISXBlue III GNSS Standard Kit)**

It has been determined that **Discovery Management Group** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Discovery Management Group** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Does directly connect with ESRI GIS software, Ipad, android devices as required
- Includes a two year warranty upfront.
- RFP response was thorough and responded to each requirement
- Competitive price offered
- Will interface with existing Carlson equipment

**Concerns:**

- Need clarification on pricing on warranty on Response Form.

**Experience/Expertise of Offeror**

**Strengths:**

**Concerns:**

- Not a local company-- concern about service. What is their turn-around time on warranty work?

**OFFEROR #5: Seiler Instrument (Trimble R8s)**

It has been determined that **Seiler Instrument** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Seiler Instrument** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

**Concerns:**

- Does not directly connect with ESRI GIS software, Ipad, android devices and Carlson equipment as required
- High cost proposal

**Experience/Expertise of Offeror**

**Strengths:**

- Local company with offices in St. Louis and Kansas City
- Previous work experience with public entities in Missouri including Boone County

**Concerns:**

**OFFEROR #6: Seiler Instrument (Trimble R64)**

It has been determined that **Seiler Instrument** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Seiler Instrument** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

**Concerns:**

- Does not directly connect with ESRI GIS software, Ipad, android devices and Carlson equipment as required
- High cost proposal

**Experience/Expertise of Offeror**

**Strengths:**

- Local company with offices in St. Louis and Kansas City
- Previous work experience with public entities in Missouri including Boone County

**Concerns:**

**OFFEROR #7: Seller Instrument (Trimble Geo 7X)**

It has been determined that **Seller Instrument** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Seller Instrument** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

**Concerns:**

- Does not directly connect with ESRI GIS software, Ipad, android devices and Carlson equipment as required
- High cost proposal

**Experience/Expertise of Offeror**

**Strengths:**

- Local company with offices in St. Louis and Kansas City
- Previous work experience with public entities in Missouri including Boone County

**Concerns:**



**OFFEROR #8: Seiler Instrument (Trimble R10)**

It has been determined that **Seiler Instrument** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Seiler Instrument** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

**Concerns:**

- Does not directly connect with ESRI GIS software. Ipad, android devices and Carlson equipment as required
- High cost proposal

**Experience/Expertise of Offeror**


**Strengths:**

- Local company with offices in St. Louis and Kansas City
- Previous work experience with public entities in Missouri including Boone County

**Concerns:**

**Summary:** Discovery Management Group, LLC offered the best solution for Boone County. The device proposed by Discovery Management Group, LLC directly connects with ESRI GIS software, iPad, android devices and Carlson equipment as required.

**Recommendation for Award: Discovery Management Group, LLC**



Evaluator's Signature: Jason Warznik, GIS Manager

8/27/15  
Date



Evaluator's Signature: Heather Schafer, GIS Analyst

8/27/15  
Date



Evaluator's Signature: Matthew Thomas, County Surveyor

8/27/2015  
Date

**PURCHASE AGREEMENT FOR  
GLOBAL NAVIGATION SATELLITE SYSTEM HARDWARE AND WARRANTY**

**THIS AGREEMENT** dated the 17<sup>th</sup> day of September 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Discovery Management Group, LLC**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Global Navigation Satellite System Hardware and Warranty**, bid number **38-24AUG15**, any applicable addenda, Contractor's e-mail dated August 27, 2015, and the Contractor's bid response dated **August 21, 2015** and executed by **Eric Gakstatter** on behalf of the Contractor. 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 Request for Bid and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Global Navigation Satellite System Hardware and Warranty** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

Hardware	\$7,595
Two-Year Warranty	\$0.00

On-Going Warranty may be renewed for \$430.00 / year  
one-year periods up to an additional four  
renewals (total of six years of standard warranty  
coverage).

The battery pack is considered a consumable item, and not a warranted item after the first 90 days.

3. **Contract Duration** – The warranty agreement shall commence on **the date of award** and extend for a two-year period subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **an additional four (4) one-year periods** subject to the pricing clauses in the contractors 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.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County GIS department and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days 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.

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

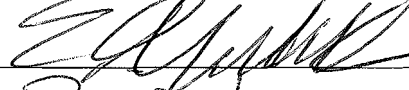
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

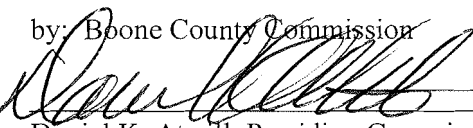
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

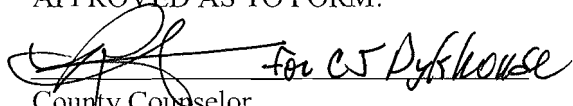
**DISCOVERY MANAGEMENT GROUP, LLC**

by   
title Principle

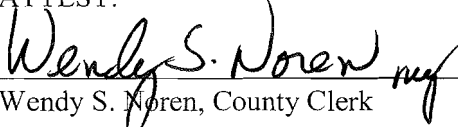
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

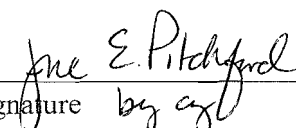
 for CS Dykhouse  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

<u></u>	<u>9/9/15</u>	2010-91301 / \$7,595.00
Signature by <u>agl</u>	Date	Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

## Melinda Bobbitt - Re: Clarification to 38-24JUL15 - Global Navigation Satellite System Hardware

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**From:** Eric Gakstatter <ericpg@gps-mapping.com>  
**To:** "Melinda Bobbitt" <mbobbitt@boonecountymo.org>  
**Date:** 8/27/2015 4:32 PM  
**Subject:** Re: Clarification to 38-24JUL15 - Global Navigation Satellite System Hardware

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Hi Melinda,

Please see below:

Eric,

I had two clarification questions regarding our RFP:

1) As we discussed on the phone today, on your Response / Pricing Page, please confirm if the pricing would be as follows:

Hardware	\$7,595
Two-year warranty	\$0.00
On-Going Warranty - optional one year renewals 4 @\$430	\$1,720
<b>TOTAL</b>	<b>\$9,315.00</b>

Correct. This would be a total of six years of standard warranty coverage. Please note when making your decision that the battery pack is considered a consumable item, and not a warranted item after the first 90 days.

2) The evaluation committee was a little concerned about how service would be provided since you are not local. What is your turn-around time on warranty work?

We are a depot-level repair facility and are able to repair at the electronic component level, with not only this receiver but many other models as well. We've been doing this for 15+ years so there isn't much we haven't seen from receivers being run over by a truck to a receiver that's been floating in a river.

There is very little to fail on this receiver since it's all solid state (no moving parts). The most common is the antenna cable, in which a spare is included. The battery pack typically lasts between 2 and 5 years depending on usage and care.

Warranty turnaround is typically 2 days, and we usually ship either USPS Priority (2-days most places in the US) or Fedex.

Regards,  
Eric  
Mobile: 541/829-3443



---

August 21, 2015

County of Boone – Missouri  
613 E. Ash St., Room 110  
Columbia, MO 65201  
Attn: Melinda Bobbitt

RE: RFP#38-24AUG15

Dear Ms. Bobbitt,

Attached is our response to RFP# 38-24AUG15 and requested certifications.

Also attached is the completed/signed Addendum#1 issued August 12, 2015.

Our offer is valid for 120 days.

Following is our response to the **Section 3.3 – Scope of Services:**

**3.3.2 Survey Grade Global Navigation Satellite System (GNSS) Hardware**

**3.3.2.1 – Must have Bluetooth conductivity (sic) and support Apple, Windows, Android and Carlson SurvCE devices.**

**Response.** The proposed GNSS receiver supports iOS (Apple) Bluetooth as well as Android Bluetooth and Windows Bluetooth. It also is supported in Carlson SurvCE software and hardware.

**3.3.2.2 Has two centimeter (2 cm) or better real-time locational accuracy**

**Response.** The proposed GNSS receiver specification is 1-2cm accuracy in real-time when connected to the MoDOT RTK Network.



**3.3.2.3** Will work with ArcPad, ArcGIS Mobile, Collector for ArcGIS in the Esri environment.

**Response.** The proposed GNSS receiver supports ArcPad, ArcGIS Mobile, and Collector for ArcGIS as well as Carlson SurvCE.

**3.3.2.4** Will utilize real-time correction from the MoDOT real time kinematic continuously operating reference station system.

**Response.** The proposed GNSS receiver can use the MoDOT RTK network using an included NTRIP software utilities. Free NTRIP softwares are provided for iOS, Windows (XP, 7.x, 8.x, Win Mobile 6.x) and Android platforms.

The NTRIP software utilities manage the connection to the MoDOT RTK Network to utilize RTK corrections in iOS, Windows and Android environments.

If you have any further questions, please don't hesitate to contact me.

Sincerely,

 8/20/15

Eric Gakstatter  
Discovery Management Group LLC  
19760 Bellevue Way  
West Linn, OR 97068  
Mobile: 541/829-3443  
FAX: 888/340-3321  
Fed tax id: 01-0600263



5. 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 firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: Discovery Management Group  
 Address: 19760 Bellevue way  
West Linn, OR 97068  
 Telephone: 541 829 3443 Fax: 888 340 3321  
 Federal Tax ID (or Social Security #): 01-0600263  
 Print Name: Eric Gakstatter Title: Manager  
 Signature: [Handwritten Signature] Date: 8/21/15  
 E-Mail Address: ericpg@gps-mapping.com

Item #	Description	Quantity	Unit Price	Extended Total
5.1	Hardware	1	\$ 7595.00	\$ 7595.00
5.2	<del>Two year warranty</del> First year warranty	1	\$ 0.00	\$ 0.00
5.3	Ongoing warranty (optional one-year renewals thru year 6)	5	\$ 430.00	\$ 2,150.00
5.4	Other (additional recommended or required accessories, middleware, hardware, and software)		\$ 0.00	\$ 0.00
5.5	TOTAL			\$ 9,745.00

1770-000  
935

5.6 **Mid-Missouri Public Purchasing Cooperative:**

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

X Yes \_\_\_\_\_ No



BOONE COUNTY, MISSOURI  
Request for Proposal #: 38-24AUG15 – Global Navigation Satellite System  
**ADDENDUM #1** - Issued August 12, 2015

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

Specifications for the above noted Request for 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.

The County received the following questions and is providing a response below:

**Question 1:** Within section 3.3, you have requested that the unit must have connectivity and support Apple, Windows, Android and Carlson SurvCE devices. I don't know of any devices that support Apple, but we have some that support Windows, Windows Mobile and Adroid and others that support Carlson SurvCE as well. None of our devices support all of those platforms. At least we don't have software that currently supports all of these platforms. Also in that section, you require that it will work with ArcPad, ArcGIS Mobile, Collector for ArcGIS in the ESRI environment. I have nothing that can achieve centimeter level accuracy that works with in any of these environments, but I have several units that can export to a .shp file and can collect centimeter level positions with customizable attribute tables. Please let me know if that will do for the system that you need.

**Response:** We leave it to the discretion of the responding Offeror to offer proposals for a unit or units that would best support our requested operating systems and GIS environment. If multiple proposals/ units are offered, we request the Offeror provide adequate detail that compares the benefits and uses for each unit and the costs related to each unit.

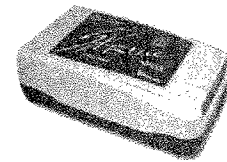
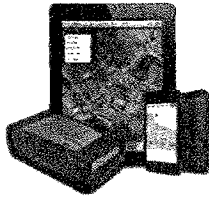
By: Melinda Bobbitt  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal# 38-24AUG15 – Global Navigation Satellite System, receipt of which is hereby acknowledged:

Company Name: Discovery Management Group  
Address: 19760 Bellevue Way, West Linn OR 97068  
Phone Number: 5418293443 Fax Number: 888 340 3321  
E-mail: eric@gps-mapping.com  
Authorized Representative Signature: [Signature] Date: 8/21/15  
Authorized Representative Printed Name: Eric Gatzstetter  
RFB #: 38-24AUG15 1 8/12/15



# U.S. MSRP Price List

## January 1, 2015



Code	Description	USD				
<b><u>1- Packages</u></b>						
iSXB3G-KIT	<b>iSXBBlue III GNSS Standard Kit:</b>	<b>\$7,595</b>				
iSXB3G-000	iSXBBlue III GNSS Unit (GPS+GLONASS)					
GESX3LROVOPT	RTK Rover + Base + <del>RTK Base Station</del>					
GESXBETUIP	Soft Carrying Case, Nylon, Small Size					
GESXB3GANT	Antenna, GPS L1/L2, GLONASS, L-BAND, SMA(F)					
GESXCBL15S	Antenna Cable 1.5m SMA(M) / SMAR(M) 316 (2)					
GESXBGNDPLAN	Antenna Mounting Plate					
GESXBPOLBR	L Shaped Bracket (requires P/N GESXS198059)					
GESX5198059	Pole Clamp with Slot					
GESX90SMAR	Connector 90° SMA(F) / SMA(M)					
GESXMAGMNT	Magnet Mount 4" / 10cm					
GESXBLUEHATM	Hat Modified For GPS Antenna					
GESXB2BATT	Battery – 7.4V 3900mAh					
GESXB2CHAR	Charger - Li-Ion 8.4V					
GESXB2SERC	Cable - RS-232					
GESXB2USBC	Cable - USB					
GESXHSCASE	Hard Shell Case for SXBlue III GNSS & accessories					
GESXBLUECD	CD-ROM SXBlue Series					
GESXB3GNSSOPT	GLONASS Activation Two-year warranty					
<b><u>2- Warranty Extension</u></b>						
GEISXB3W1GNSS	iSXBBlue III GNSS 1 year warranty extension	<b>\$430</b>				
GEISXB3W2GNSS	iSXBBlue III GNSS 2 year warranty extension	<b>\$850</b>				
<b><u>3- iSXBBlue III Firmware Options</u></b>						
GESX310HZ-	10Hz Activation	<b>TBD</b>				
GESX320HZ-	20Hz Activation	<b>TBD</b>				
GESX3L2CUP	L2C Upgrade (Feature available in the future)	<b>TBD</b>				
<b><u>4- Antenna &amp; Cable</u></b>						
<b>4.1- Antenna</b>						
GESXB3GANT	Antenna, GPS L1/L2, GLONASS, L-BAND, SMA(F)	<b>\$795</b>				
GESXGNSSANT31	Antenna, Survey GNSS - TNC(F)	<b>\$1,795</b>				
<b>4.2- Cables</b>						
GESXCBL15S	Antenna Cable 1.5m	<b>\$85</b>				
HSSXS-S3-0	Antenna Cable 3m	<b>\$79</b>				
GESXCBL10BS	Antenna Cable 1.0m SMA-BNC(M)	<b>\$65</b>				
GESXCBL02BSR	Cable extension 0.2m SMA-BNC(F)	<b>\$75</b>				



Code	Description	USD				
	<b><u>5- Batteries &amp; Chargers</u></b>					
GESXB2BATT	Battery – 7.4V 3900mAh	\$325				
GESXB2CHAR	Charger - Li-Ion 8.4V	\$60				
GESXB2CH12	12V Car charger Li-Ion 8.4V	\$65				
	<b><u>6- Connection Cables</u></b>					
GESXB2SERC	Cable - RS-232	\$10				
GESXB2USBC	Cable - USB	\$10				
	<b><u>7- Miscellaneous</u></b>					
GESXBETUIP	Soft Carrying Case, Nylon, Small Size	\$35				
GESXHSCASE	Hard Shell Case for SXBlue & accessories	\$250				
GESXBLUEHATM	Hat Modified for GNSS Antenna	\$20				
SE8125500RG-	Back Pack w/ Extended Pole	\$250				
GESXBLUECD	CD-ROM SXBlue Series	\$0				
	<b><u>8- Pole Set-up</u></b>					
GESX674209TMA	Rangepole	\$160				
GESX674260	Bipod	\$170				
GESXBPOLBR	iSXBlue III LShape-Bracket (requires Pole Clamp)	\$78				
GESX5198059	Pole Clamp with slot	\$120				
GESXPAD114	SXPad Pole Mounting Bracket	\$110				
GESX5198052	Pole clamp for GESXPAD114 (No slot)	\$110				
GESXBGNDPLAN	Antenna mounting plate	\$68				
GESX90SMAR	Right Angle SMA to SMA adaptor	\$17				
GEEZBAR-00	Initialisation Bar	\$95				
GESX518700	Adapter Quick Release (x3) #5187	\$45				
GESX511100	Adapter Quick Disconnect (x2) #5111	\$93				
GESX614500	Tribrach	\$210				
GESX612520	Tribrach Adaptor	\$50				
GESX514500BLK	25cm Alum. Pole Extension 32mm (1.25") OD	\$50				
	<b><u>9- Software</u></b>					
	<b>9.1- Control</b>					
	SXConfig - Configuration, control, statistics	Free		Windows-based		
	iSXRTN - RTK Network NTRIP access	<del>Free</del>		Apple Store		
	HPSeed - OmniSTAR control, initialization	Free		Windows-based		

\* P/R = Price on Request



**GENEQ inc.**

10700 Secant St. Montreal (Quebec) H1J 1S5 CANADA  
TEL +1 514 354 2511 FAX +1 514 354 6948

E-mail: [info@geneq.com](mailto:info@geneq.com)

[www.sxbluegps.com](http://www.sxbluegps.com)

Supersedes all previous price lists. All prices and specifications are subject to change without notice.

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

County of Clackamas )  
 )ss  
State of Oregon )

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

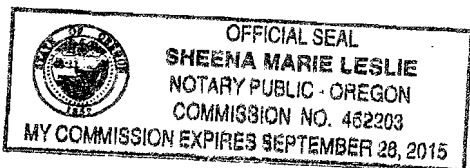
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] 8/21/15  
Affiant Date

Eric Gakstatter  
Printed Name

Subscribed and sworn to before me this 21<sup>st</sup> day of August, 2015.

[Signature]  
Notary Public



### 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

8/20/15  
Date

Eric Gatstatter  
Printed Name



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

sw Oregon  
State of ~~Missouri~~ )  
sw ~~Clackamas~~ ) SS.  
County of Boone )

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.

8/21/15  
Date

  
Signature

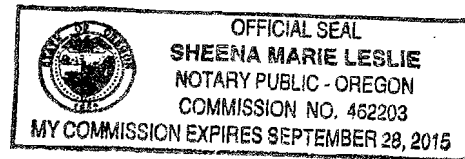
01-0600263  
Social Security Number  
or Other Federal I.D. Number

Eric Gakstetter  
Printed Name

On the date above written Eric Gakstetter 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: September 28, 2015





**OREGON**

CLASS  
**C**

**DRIVER LICENSE**

~~8884532~~

Expires **09-18-2022**

GAKSTATTER, ERIC PAUL

**VETERAN**

DOB ~~09-15-1978~~ Issue Date **09-15-2014**

Endorsements	Sex	Record Created
<b>M</b>	<b>M</b>	<b>1978</b>
Restrictions	Height	Weight
<b>D</b>	<b>6'02"</b>	<b>205</b>

GAKSTATTER, ERIC PAUL  
19760 BELLEVUE WAY  
PO BOX 663  
WEST LINN, OR 97068

WLIN



ATTACHMENT B

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: Illinois American Water  
Address: 100 North Water Works Dr., Belleville, IL

Contact Name: Shawn Simpson  
Telephone Number: 618/239-3236

Date of Contract: Summer 2015  
Length of Contract: Ongoing

**Description of Prior Services (include dates):**

Supply and support of RTK GNSS receivers

2. **Prior Services Performed for:**

Company Name: New Jersey American Water  
Address: 1025 Laurel Oak Dr., Voorhees, NJ

Contact Name: Chris Kahn  
Telephone Number: 856 834 0337

Date of Contract: 2013  
Length of Contract: Ongoing

**Description of Prior Services (include dates):**

Supply and support of RTK GNSS Receivers

3. **Prior Services Performed for:**

Company Name: National Park Service  
Address:

Contact Name: Tim Smith  
Telephone Number: 303/969-2086

Date of Contract: Several  
Length of Contract:

**Description of Prior Services (include dates):**

GNSS Receiver Support

(Please complete and return with Bid)

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

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

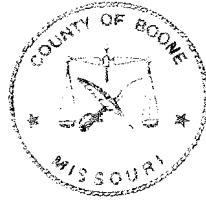
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Eric Gakstatter      Manager  
Name and Title of Authorized Representative

[Signature]      8/24/15  
Signature      Date

**COUNTY OF BOONE - MISSOURI**



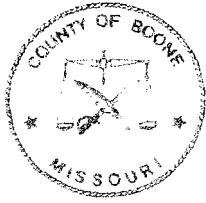
**REQUEST FOR PROPOSAL  
FOR THE FURNISHING AND DELIVERY OF  
Global Navigation Satellite System Hardware**

**RFP # 38-24AUG15  
Release Date: July 21, 2015**

**Submittal Deadline:  
August 24, 2015  
not later than 1:30 p.m. Central Time**

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

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymissouri.org](mailto:mbobbitt@boonecountymissouri.org)



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

### **PROPOSAL 38-24AUG15 – Global Navigation Satellite System Hardware**

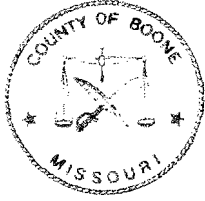
Sealed proposals will be accepted until 1:30 p.m. on **Monday, August 24, 2015** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash, Walnut Street, Room 110, Columbia, MO 65201.

The Request for Proposal is scheduled to be opened shortly after 1:30 p.m. on **Monday, August 24, 2015** in the Conference Room of the Boone County Annex Building, 613 E. Ash Street, Columbia, MO 65201.

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 [info@boonecounty.mo.us](mailto:info@boonecounty.mo.us). The Request for Proposal and additional information is also available on our web page at [www.boonecounty.mo.us](http://www.boonecounty.mo.us)

Meanda Bobbitt, CPPC, CPPB  
Director of Purchasing

Insertion, Wednesday, July 22, 2015  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

**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 and/or equipment as detailed in the following Request for Proposal.

- a) **Proposal Closing:** All proposals shall be delivered before 1:30 P.M., Central Time, on Monday, August 24, 2015 to:

Boone County Purchasing Department  
Melinda Bobbitt, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 PM and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and four (4) copies of the proposal (total of five). Proposals will be opened publicly but only names of Offerors will be read aloud.
- d) 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."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted proposals will be accepted, however, the *No Bid Response Form* may be returned by fax.
- f) 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.

### **Evaluation of Proposals (Procedure):**

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal format required for this RFP.
- b) The evaluation committee may then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references may be checked for each short-listed Offeror.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels, and service expectations.

### **Ambiguity, Conflict, or Other Errors in the RFP:**

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror shall be included in the proposal.



- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

**Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a *determination of non-responsibility*.

**Acceptance of Proposals:** The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

**Requests for Clarification of Proposals:** Requests by the Purchasing Department for clarification of proposals shall be in writing.

**Validity of Proposals:** Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

**Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b. Proposals will be opened and Offeror's names read aloud during the proposal opening in the Boone County Annex Building, Conference Room, **Monday, August 24, 2015** at 1:30 P.M., Central Time located at the following address:

Boone County Annex Building  
Conference Room  
613 E. Ash Street  
Columbia, Missouri 65201

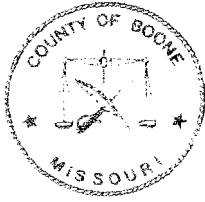
**Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal 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 Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

**Contract Terms and Conditions:**

The successful Offeror 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.

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.



## 2. INTRODUCTION AND GENERAL INFORMATION

### Introduction:

This document constitutes a request for sealed proposals for **Global Navigation Satellite System Hardware**, as set forth herein.

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) Proposal Submission Information
  - 5) Response Pricing Page
- Attachment A - *No Bid Response Form*  
Attachment B - *Prior Experience*  
Attachment C - Debarment  
Attachment D  
    Instructions for Compliance With House Bill 1549  
    Work Authorization Certification  
    Certification of Individual Bidder  
    Affidavit - Individual Bidder

### 2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than **Monday, August 17, 2015, 5:00 p.m. central time** to allow time to respond in the form of an addendum. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing.

- a. Melinda Bobbitt, CPPC, CPPB  
    Director of Purchasing  
    613 E. Ash Street, Room 110  
    Columbia, Missouri 65201  
    Phone: (573) 886-4391 Fax: (573) 886-4390  
    E-mail: [melinda.bobbitt@boone.mo.gov](mailto:melinda.bobbitt@boone.mo.gov)

2.2.2 The responses and usage will become a part of a written addendum prior to RFP opening, which will be mailed, e-mailed, faxed or posted on our web page at [www.showmehowinc.com](http://www.showmehowinc.com), then select "Purchasing", then "Current Bids".



### 3.0 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 furnish and deliver one (1) survey grade, 2-cm or better, **Global Navigation Satellite System Hardware** for the County.

#### 3.2. Background:

- 3.2.1. New **Global Navigation Satellite System Hardware** will be used alongside and to support the County GIS that has been in place for over 15 years.
- 3.2.2 Current GPS hardware are dedicated handheld devices with one meter accuracy and support mapping grade workflows.
- 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:

- 3.3.1 The contractor must provide an **Global Navigation Satellite System Hardware** as specified below:
- 3.3.2 Survey Grade Global Navigation Satellite System (GNSS) Hardware
  - 3.3.2.1 Must have Bluetooth conductivity and support Apple, Windows, Android, and Carlson SurvCE devices.
  - 3.3.2.2 Has two centimeter (2 cm) or better real-time locational accuracy.
  - 3.3.2.3 Will work with ArcPad, ArcGIS Mobile, Collector for ArcGIS in the ESRI environment.
  - 3.3.2.4 Will utilize real-time correction from the MoDOT real time kinematic continuously operating reference station system.

**3.4 Project Timeline/Milestones:**

3.4.1 Within thirty (30) days after contract award, the County must be able to take delivery of hardware.

\*\*\*\*\*

**3.5 Proposal Submission Requirements:**

3.5.1 *The offeror must respond to each requirement listed under section 3.3 Scope of Services. The offeror must provide a detailed description of the proposed software and the ability of such proposed software to meet each requirement in section 3.3*

3.5.2 The offeror may be contacted to provide a demonstration of the proposed software during the evaluation process. Such demonstration shall be provided free of charge

3.6. In performing all services under the resulting contract agreement, the Contractor will comply with all local, state and federal laws.

**3.7. Term; Termination of Contract Agreement:**

3.7.1 The initial term of the resulting contract agreement from this Request for Proposal for Boone County will begin at the time of contract award and end upon project completion. Firm warranty pricing following the expiration of the initial warranty period shall be provided for a total of six years, which shall be invoiced annually.

3.7.2 The resulting contract agreement may be terminated by the County upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In addition, the contract agreement may be terminated at will by the County upon at least 15 days prior written notice to the Contractor



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. RESPONSE TO PROPOSAL

###### 4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and four (4) additional copies**.

a. The Offeror shall submit the proposal to:

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

b. The proposal response must be delivered no later than **1:30 p.m. on Monday, August 24, 2015**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category 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.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. 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.

4.1.1.4. 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.

**4.1.2. 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:

- 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 4.1.2.2. 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.
- 4.1.2.3. 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.
- 4.1.2.4. 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.

**4.1.3. Evaluation and Award Process:**

4.1.3.1. 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 evaluator(s) shall 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**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the 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.

**4.1.4. Evaluation:**

- 4.1.4.1. 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.
- 4.1.4.2. The Offeror should provide the following information related to previous and current services contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):
  - a. Name, address, and telephone number of client contracting agency and a representative of that client 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 prior services performed and requirements thereof.
- 4.1.4.3. 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.
- 4.1.4.4. 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.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.
- 4.1.4.6. 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 will possess minimal impact on the Bidder's final response rating.

4.1.4.7. 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.

ATTACHMENT D  
Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

[http://www.uscis.gov/portal/site/uscis/menuitem/b1d4c2a3e5b9ac89243c6a7543f6d1a/?\\_gnextoid=75bce2c261405110VgnVCM10000047181W01RCRD&\\_gnextchannel=75bce2c261405110VgnVCM10000047181W01RCRD](http://www.uscis.gov/portal/site/uscis/menuitem/b1d4c2a3e5b9ac89243c6a7543f6d1a/?_gnextoid=75bce2c261405110VgnVCM10000047181W01RCRD&_gnextchannel=75bce2c261405110VgnVCM10000047181W01RCRD)

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

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

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Discovery Management Group LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 903833

Approved by:

<b>Employer</b> Discovery Management Group LLC	
<b>Name (Please Type or Print)</b> Eric Gakstatter	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/21/2015
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/21/2015

Company ID Number: 903833

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Discovery Management Group LLC
Company Facility Address	19760 Bellevue Way West Linn, OR 97068
Company Alternate Address	PO Box 663 West Linn, OR 97068
County or Parish	CLACKAMAS
Employer Identification Number	010600263
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 903833

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

Name Eric P Gakstatter  
Phone Number (541) 829 - 3443  
Fax Number (888) 340 - 3321  
Email Address ericpg@gps-mapping.com

Name Eric P Gakstatter  
Phone Number (541) 829 - 3443  
Fax Number (888) 340 - 3321  
Email Address ericpg@gps-mapping.com



**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 38-24AUG15 – Global Navigation Satellite System**  
**ADDENDUM #1 - Issued August 12, 2015**

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

Specifications for the above noted Request for 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.

The County received the following questions and is providing a response below:

**Question 1:** Within section 3.3, you have requested that the unit must have connectivity and support Apple, Windows, Android and Carlson SurvCE devices. I don't know of any devices that support Apple, but we have some that support Windows, Windows Mobile and Adroid and others that support Carlson SurvCE as well. None of our devices support all of those platforms. At least we don't have software that currently supports all of these platforms. Also in that section, you require that it will work with ArcPad, ArcGIS Mobile, Collector for ArcGIS in the ESRI environment. I have nothing that can achieve centimeter level accuracy that works with in any of these environments, but I have several units that can export to a .shp file and can collect centimeter level positions with customizable attribute tables. Please let me know if that will do for the system that you need.

**Response:** We leave it to the discretion of the responding Offeror to offer proposals for a unitor units that would best support our requested operating systems and GIS environment. If multiple proposals/ units are offered, we request the Offeror provide adequate detail that compares the benefits and uses for each unit and the costs related to each unit.

By:

**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

OFFEROR has examined **Addendum #1** to Request for Proposal# 38-24AUG15 – *Global Navigation Satellite System*, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



# COUNTY OF BOONE - MISSOURI



## **REQUEST FOR PROPOSAL FOR THE FURNISHING AND DELIVERY OF Global Navigation Satellite System Hardware**

**RFP # 38-24AUG15  
Release Date: July 21, 2015**

**Submittal Deadline:  
August 24, 2015  
not later than 1:30 p.m. Central Time**

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

**Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

### **PROPOSAL 38-24AUG15 – Global Navigation Satellite System Hardware**

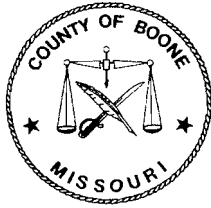
Sealed proposals will be accepted until **1:30 p.m. on Monday, August 24, 2015** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash. Walnut Street, Room 110, Columbia, MO 65201.

The Request for Proposal is scheduled to be opened shortly after **1:30 p.m. on Monday, August 24, 2015** in the Conference Room of the Boone County Annex Building, 613 E. Ash Street, Columbia, MO 65201.

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](mailto:mbobbitt@boonecountymo.org). The Request for Proposal and additional information is also available on our web page at [www.showmeboone.com](http://www.showmeboone.com).

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

Insertion: Wednesday, July 22, 2015  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

**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 and/or equipment as detailed in the following Request for Proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M.**, Central Time., on **Monday, August 24, 2015** to:

Boone County Purchasing Department  
Melinda Bobbitt, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 PM. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and four (4) copies of the proposal (total of five). Proposals will be opened publicly but only names of Offerors will be read aloud.
- d) 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."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted proposals will be accepted, however, the *No Bid Response Form* may be returned by fax.
- f) 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.

### **Evaluation of Proposals (Procedure):**

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal format required for this RFP.
- b) The evaluation committee may then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references may be checked for each short-listed Offeror.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

### **Ambiguity, Conflict, or Other Errors in the RFP:**

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.

- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

**Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

**Acceptance of Proposals:** The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

**Requests for Clarification of Proposals:** Requests by the Purchasing Department for clarification of proposals shall be in writing.

**Validity of Proposals:** Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

**Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b. Proposals will be opened and Offeror's names read aloud during the proposal opening in the Boone County Annex Building, Conference Room, **Monday, August 24, 2015** at 1:30 P.M., Central Time located at the following address:  
Boone County Annex Building  
Conference Room  
613 E. Ash Street  
Columbia, Missouri 65201

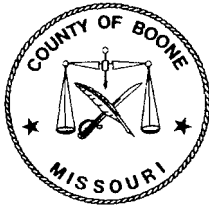
**Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal 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 Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

**Contract Terms and Conditions:**

The successful Offeror 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.

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.



## 2. INTRODUCTION AND GENERAL INFORMATION

### **Introduction:**

This document constitutes a request for sealed proposals for **Global Navigation Satellite System Hardware**, as set forth herein.

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) Proposal Submission Information
  - 5) Response/Pricing Page
- Attachment A – *No Bid Response Form*  
Attachment B – *Prior Experience*  
Attachment C - Debarment  
Attachment D  
    Instructions for Compliance With House Bill 1549  
    Work Authorization Certification  
    Certification of Individual Bidder  
    Affidavit – Individual Bidder

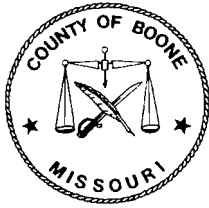
### **2.2. Guideline for Written Questions:**

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than **Monday, August 17, 2015, 5:00 p.m. central time** to allow time to respond in the form of an addendum. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing.

- a. Melinda Bobbitt, CPPO, 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](mailto:mbobbitt@boonecountymo.org)

2.2.2 The responses and usage will become a part of a written addendum prior to RFP opening, which will be mailed, e-mailed, faxed or posted on our web page at [www.showmeboone.com](http://www.showmeboone.com), then select “Purchasing”, then “Current Bids”.





## 3.0 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 furnish and deliver one (1) survey grade, 2-cm or better, **Global Navigation Satellite System Hardware** for the County.

### 3.2. Background:

- 3.2.1. New **Global Navigation Satellite System Hardware** will be used alongside and to support the County GIS that has been in place for over 15 years.
- 3.2.2 Current GPS hardware are dedicated handheld devices with one meter accuracy and support mapping grade workflows.
- 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:

- 3.3.1 The contractor must provide an **Global Navigation Satellite System Hardware** as specified below:
- 3.3.2 Survey Grade Global Navigation Satellite System (GNSS) Hardware
  - 3.3.2.1 Must have Bluetooth conductivity and support Apple, Windows, Android, and Carlson SurvCE devices.
  - 3.3.2.2 Has two centimeter (2 cm) or better real-time locational accuracy.
  - 3.3.2.3 Will work with ArcPad, ArcGIS Mobile, Collector for ArcGIS in the ESRI environment.
  - 3.3.2.4 Will utilize real-time correction from the MoDOT real time kinematic continuously operating reference station system.

**3.4 Project Timeline/Milestones:**

3.4.1 Within thirty (30) days after contract award, the County must be able to take delivery of hardware.

\*\*\*\*\*

**3.5 Proposal Submission Requirements:**

3.5.1 The offeror must respond to each requirement listed under section 3.3 Scope of Services. The offeror must provide a detailed description of the proposed software and the ability of such proposed software to meet each requirement in section 3.3.

3.5.2 The offeror may be contacted to provide a demonstration of the proposed software during the evaluation process. Such demonstration shall be provided free of charge.

3.6. In performing all services under the resulting contract agreement, the Contractor will comply with all local, state and federal laws.

**3.7. Term; Termination of Contract Agreement:**

3.7.1 The initial term of the resulting contract agreement from this Request for Proposal for Boone County will begin at the time of contract award and end upon project completion. Firm warranty pricing following the expiration of the initial warranty period shall be provided for a total of six years, which shall be invoiced annually.

3.7.2 The resulting contract agreement may be terminated by the County upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In addition, the contract agreement may be terminated at will by the County upon at least 15 days prior written notice to the Contractor.



## 4. PROPOSAL SUBMISSION INFORMATION

### 4.1. RESPONSE TO PROPOSAL

#### 4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and four (4) additional copies**.

a. The Offeror shall submit the proposal to:

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

b. The proposal response must be delivered no later than **1:30 p.m. on Monday, August 24, 2015**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category 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.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. 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.

4.1.1.4. 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.

**4.1.2. 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:

- 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 4.1.2.2. 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.
- 4.1.2.3. 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.
- 4.1.2.4. 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.

**4.1.3. Evaluation and Award Process:**

4.1.3.1. 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 evaluator(s) shall 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**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the 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.

**4.1.4. Evaluation:**

- 4.1.4.1. 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.
- 4.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):
  - a. Name, address, and telephone number of client/contracting agency and a representative of that client/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 prior services performed and requirements thereof.
- 4.1.4.3. 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.
- 4.1.4.4. 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.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.
- 4.1.4.6. 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 will possess minimal impact on the Bidder's final response rating.

4.1.4.7. 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. 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 firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Item #	Description	Quantity	Unit Price	Extended Total
5.1	Hardware	1	\$ _____	\$ _____
5.2	First year warranty	1	\$ _____	\$ _____
5.3	Ongoing warranty (optional one-year renewals thru year 6)	5	\$ _____	\$ _____
5.4	Other (additional recommended or required accessories, middleware, hardware, and software)		\$ _____	\$ _____
<b>5.5</b>	<b>TOTAL</b>			<b>\$ _____</b>

**5.6 Mid-Missouri Public Purchasing Cooperative:**

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



**ATTACHMENT A**

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

***“No Bid” Response Form***

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

**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 proposal request, but would like to remain on the Boone County vendor list **for this service**, 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.

Proposal: 38-24AUG15 – Global Navigation Satellite System Hardware

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

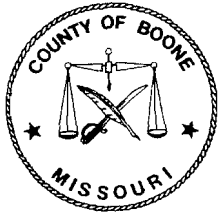
Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





ATTACHMENT B

**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):**

**(Please complete and return with Bid)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

**ATTACHMENT D  
Boone County Purchasing**

**Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing**



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

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**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.cb1d4c2a3e5b9ac89243c6a7543f6d1a?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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

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

County of \_\_\_\_\_ )  
  )ss  
State of \_\_\_\_\_ )

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

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

\_\_\_\_\_ Date

Affiant

\_\_\_\_\_

Printed Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_1.        I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_2.        I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_3.        I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

[View assistance for Search Results](#)

# Search Results

**Current Search Terms: discovery\* management\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

## Glossary

### Search Results

Entity

Exclusion

### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.34.20150710-1415

**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

} ea.

September Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

17th

day of September

20 15

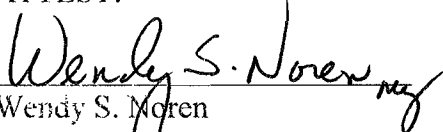
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C213093015 with Image Technologies of Columbia, MO to purchase two (2) photocopiers with maintenance and to dispose of one (1) copier, two (2) printers and one (1) fax.

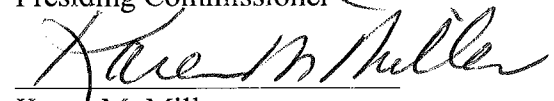
The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal forms.

Done this 17th day of September, 2015.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



431-2015

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: September 10, 2015  
RE: Cooperative Contract: C213093015 – Photocopiers and Maintenance for IT

The Information Technology office requests permission to utilize the State of Missouri cooperative contract C213093015 (pricing based on Western States Contracting Alliance cooperative contract 1715) with Image Technologies of Columbia, Missouri to purchase two photocopiers with maintenance as follows:

**Konica Minolta C754e (color) Copier / Printer / Scanner**

Cost: \$11,996

Maintenance: \$0.04 per print for color and \$0.0069 per print for black & white

Copier to be paid from department 1170 – Information Technology, account 92301 –

Replacement Computer Hardware.

\$12,200 was budgeted for the copier.

Maintenance will be paid from department 1170 – Information Technology, account 70050 – Software Service Contract.

**Konica Minolta 754e Copier / Printer / Scanner**

Cost: \$8,537

Maintenance: \$0.0060 per print for black & white

Copier to be paid from department 1170 – Information Technology, account 92301 –

Replacement Computer Hardware.

\$10,200 was budgeted for the copier.

Maintenance will be paid from department 1170 – Information Technology, account 70050 – Software Service Contract.

Purchasing requests permission to dispose of IT's existing Gestetner 3235 copier, fixed asset tag 12416 by trade-in at zero value. Image Technologies will haul off and recycle.

Purchasing is requesting permission to dispose on GovDeals the following equipment that is also being replaced with these copiers:

Lexmark Printer, asset tag 15567

Gestetner Fax, asset tag 15499

IBM Infoprint Production Printer, asset tag 18590

cc: Contract File / Aron Gish, IT

**PURCHASE AGREEMENT FOR  
PHOTOCOPIER(S) AND MAINTENANCE  
Two (2) Copiers for Boone County Information Technology**

**THIS AGREEMENT** dated the 17<sup>th</sup> day of September 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sumner Group, Inc. D/B/A Image Technologies of Missouri**, 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 a Term and Supply contract for two (2) **Photocopiers and Maintenance** in compliance with State of Missouri contract **C213093015** which is based upon Western States Contracting Alliance contract 1715, Image Technologies quote, E-mail per Wayne Rueger, Boone County Missouri Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. 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, State of Missouri and WSCA contract(s) may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).

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

**Copier 1: Boone County Information Technology** – 801 E. Walnut Street, **Room 220**, Columbia, MO 65201.

**Quantity: One (1) each**

**Copier: Konica Minolta C754e (color) Copier / Printer / Scanner**

New Photocopier includes the following:	\$11,416.00
<ul style="list-style-type: none"> <li>• 75 ppm black and white / 65 ppm color</li> <li>• Auto Document Feeder</li> <li>• Staple Finisher</li> <li>• Hole Punch</li> <li>• 4 Paper Sources</li> <li>• 3,500 Sheet Capacity</li> <li>• Super G3 fax</li> </ul>	
Booklet finisher	\$580.00
<b>TOTAL</b>	<b>\$11,996.00</b>

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- Black and White billed @ \$0.0069 per print with 0 monthly based, billed quarterly in arrears.
- Color billed @ \$0.04 per print, billed quarterly in arrears
- All technical installed parts are included and labor, travel time, toner, and drum. Excludes paper and staples.
- 5 Year Replacement Guarantee

431-2015

- Average response time is 4 hours or less
- Unlimited service calls

**Initial term of maintenance is from date of installation through December 31, 2016. Maintenance may be renewed at the option of the County for an additional four, one-year periods. Maintenance pricing is firm through December 31, 2020.** After December 31, 2020, maintenance pricing may be adjusted at renewal time for a **maximum rate change of 3% per year.**

**Delivery and Installation:** Contractor agrees to deliver, setup, connect and provide training of copier to Boone County Information Technology within 15 days after receipt of Purchase Order.

**At time of installation, Contractor further agrees to haul off and dispose of the Information Technology office's Gestetner 3235 copier with paper bank ARDF for no additional charge.**

**Copier 2: Boone County Information Technology** – 801 E. Walnut Street, **Room 222**, Columbia, MO 65201.

**Quantity: One (1) each**

**Copier: Konica Minolta 754e Copier / Printer / Scanner**

New Photocopier includes the following:	\$8,537.00
<ul style="list-style-type: none"> <li>• 75 ppm black and white</li> <li>• Auto Document Feeder</li> <li>• Staple Finisher</li> <li>• Hole Punch</li> <li>• 2 x 500 Paper Drawers</li> <li>• 1 x 1,000 Paper Drawers</li> <li>• 1 x 3,000 Paper Deck</li> </ul>	
TOTAL	\$8,537.00

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- Black and White billed @ \$0.0060 per print with 0 monthly base, billed quarterly in arrears.
- All technical installed parts are included and labor, travel time, toner, and drum. Excludes paper and staples.
- 5 Year Replacement Guarantee
- Average response time is 4 hours or less
- Unlimited service calls

**Maintenance pricing is firm for five years through December 31, 2020.** After five years, maintenance pricing may be adjusted at renewal time for a **maximum rate change of 3% per year.**

**Delivery and Installation:** Contractor agrees to deliver, setup, connect and provide training of copier to Boone County Information Technology within 15 days after receipt of Purchase Order.

Contractor's on-site maintenance on both copiers shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be

repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

Contract total price is Twenty Thousand Five Hundred Thirty Three Dollars (\$20,533.00).

3. **Billing and Payment** - All billing shall be invoiced to the Information Technology Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier; 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.

4. **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.

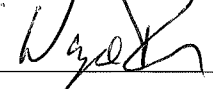
5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

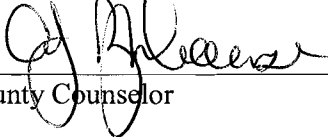
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

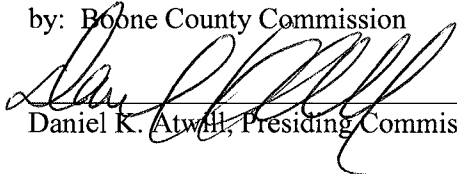
**SUMNER GROUP, INC. D/B/A  
IMAGE TECHNOLOGIES OF MISSOURI**

by   
title Division Manager

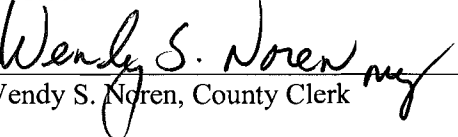
APPROVED AS TO FORM:

  
County Counselor

**BOONE COUNTY, MISSOURI**

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

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Copier 1: 1170 / 92301 / \$11,996; Maintenance: 1170 / 70050 / black & white @ \$0.0069, color @ \$0.04

Copier 2: 1170 / 92301 / \$8,537; Maintenance: 1170 / 70050 / black & white @ \$0.0060

*Joe E. Pitchford*  
Signature by *aj*

*9/11/15*  
Date

Appropriation Accounts

## **STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI**

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

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

**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.

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

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide



that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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

**Melinda Bobbitt - Re: FW: photocopier**

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**From:** Wayne Rueger <WRueger@imagetechmo.com>  
**To:** "mbobbitt@boonecountymo.org" <mbobbitt@boonecountymo.org>  
**Date:** 9/3/2015 10:22 AM  
**Subject:** Re: FW: photocopier

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Since we have to order these special for this contract we normally see 8-15 business days lead time depending on where they ship from. Two weeks from PO to install is common.

On Thu, Sep 3, 2015 at 8:18 AM -0700, "Melinda Bobbitt" <mbobbitt@boonecountymo.org> wrote:

Wayne,

What is the lead time? After you receive the PO, how long before it is installed?

Thanks  
Melinda

>>> Wayne Rueger <WRueger@imagetechmo.com> 9/2/2015 2:56 PM >>>

I will lock the service pricing in for the first 5 years, after that we'll do 3% per year. Is that acceptable?

As far as the "trade in" those devices are of a vintage that are of little or no value to us. I will remove and recycle at no charge if we can do it at the same time as we deliver the new equipment.

Let me know you thoughts,

Thanks,

Wayne

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**From:** Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]  
**Sent:** Wednesday, September 02, 2015 2:30 PM  
**To:** Wayne Rueger  
**Subject:** photocopier

Wayne,

Attached are the quotes that you provided to Aron Gish, our IT Director.

I see that you included maintenance pricing as follows:

Konica Minolta C754e  
Black and white @ \$0.0069  
Color @ \$0.04

Konica Minolta 754e  
Black and white @ \$0.0060  
With 0 monthly base

Is this maintenance pricing firm for a total of 7 years? We want to know our maintenance pricing through 12/31/2022.

Also, could you please offer a trade-in price on the copier and also any of the other equipment below that you are interested in?

County Fixed Asset Tag # 12416  
Copier: Gestetner 3235 with paper bank ARDF  
Purchased 5/11/2000  
Copies: 0229844

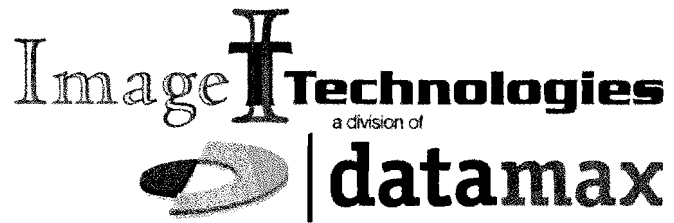
County Fixed Asset Tag # 15567  
Printer: Lexmark C920DTN  
Purchased 8/11/2006

County Fixed Asset Tag # 15499  
Fax: Gestetner F550  
Purchased 5/22/2006

County Fixed Asset Tag # 18590  
Production Printer: IBM Infoprint 1585  
Purchased 7/31/2007

Thanks  
Melinda

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
Boone County Purchasing  
Annex Building  
613 E. Ash St., Room 110  
Columbia, MO 65201



Aron,

Thank you for the proposal request after evaluating needs of the Information Technology department . Below you will find the proposal for the Konica Minolta c754. As you will see the figures are based on the not to exceed WSCA contract #C213093015. **Please line item bullet points as listed below.**

Vendor #4313327700 3  
Image Technologies of Missouri  
2511 Broadway Bluffs  
Columbia, MO 65201  
Contact Person: Wayne Rueger  
Phone: 573-449-0140 ext.2130  
wrueger@imagetechmo.com

## **KONICA MINOLTA SOLUTION**

### **Konica Minolta C754e (color) 75 ppm black and white/65ppm color**

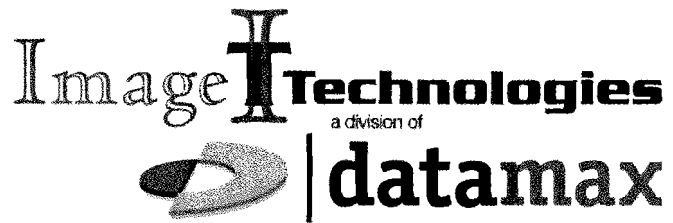
- Copier/Printer/Scanner
- Auto Document Feeder
- Staple Finisher
- Hole Punch
- 4 Paper Sources
- 3,500 Sheet Paper Capacity
- Super G3 fax

Retail Price.....\$ 41,435.00  
WSCA Price.....\$ 18,602.00  
**County of Boone Price.....\$ 11,416.00**

### **Service and Supplies:**

Black and White billed @ \$.0069 per.  
Color billed @ \$.04 per.

**Booklet Finisher additional \$ 580.00**



Aron,

Thank you for the proposal request after evaluating needs of the County of Boone . Below you will find the proposal for the Konica Minolta 754e. As you will see the figures are based on the not to exceed WSCA contract #C213093015. **Please line item bullet points as listed below.**

Vendor #4313327700 3  
Image Technologies of Missouri  
2511 Broadway Bluffs  
Columbia, MO 65201  
Contact Person: Wayne Rueger  
Phone: 573-449-0140 ext.2130  
wrueger@imagetechmo.com

## **KONICA MINOLTA SOLUTION**

### **Konica Minolta 754e 75 ppm black and white**

- Copier/Printer/Scanner
- Auto Document Feeder
- Staple Finisher
- Hole Punch
- 2 X 500 Paper Drawers
- 1 X 1,500 Paper Drawer
- 1 X 1,000 Paper Drawer
- 1 X 3,000 Paper Deck

Retail Price.....\$ 39,614.00

WSCA Price.....\$ 11,677.00

County of Boone Price.....**\$ 8,537.00**

### **Service and Supplies:**

Billed @ \$.0060 with 0 monthly base



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**NOTIFICATION OF STATEWIDE CONTRACT**

July 7, 2015

**CONTRACT TITLE:** WSCA Copier (Multifunction) and Related Software

**CURRENT CONTRACT PERIOD:** June 1, 2009 through September 30, 2015

**BUYER INFORMATION:** PAUL LINHARDT  
573-751-4578 Phone  
573-526-9816 Fax  
[paul.linhardt@oa.mo.gov](mailto:paul.linhardt@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	June 1, 2009 through June 30, 2014	September 30, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR THE PURCHASE AND LEASE OF COPIER-BASED  
MULTIFUNCTION EQUIPMENT FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

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

CANON USA INFORMATION			
CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093001 (Extended through September 30, 2015)	1325617720 A	Canon USA Inc. 1 Canon Park Melville, NY 11747  <b>Contact Person:</b> Mike Hurley Telephone: 631-330-2613 Facsimile: 631-330-5459 Email: <a href="mailto:MHurley@cusa.canon.com">MHurley@cusa.canon.com</a>	YES

C213093002 (Extended through September 30, 2015)	4315804990 0	Americom Imaging Systems Inc. 100 Green Park IND. Court Saint Louis, MO 63123  <b>Contact Person:</b> Tony Frierdicoh Telephone: 314-894-1154 Facsimile: 314-894-2098 Email: <a href="mailto:TonyF@AmericomIS.com">TonyF@AmericomIS.com</a>	YES
C213093003 (Extended through September 30, 2015)	4313327700 B	Sumner Group Inc. 2121 Hampton Ave Saint Louis, MO 63139  <b>Contact Person:</b> Kevin Laury Telephone: 314-633-2000 Facsimile: 314-633-2004 Email: <a href="mailto:KLaury@CopyCon.com">KLaury@CopyCon.com</a>	YES
C213093004 (Extended through September 30, 2015)	4309829400 0	Data Comm, Inc. 211 Metro Drive, PO Box 2110 Jefferson City, MO 65102  <b>Contact Person:</b> Ryan Birk Telephone: 573-893-5800 Facsimile: 573-893-7145 Email: <a href="mailto:RBirk@DataCommInc.com">RBirk@DataCommInc.com</a>	YES
C213093005 (Extended through September 30, 2015)	4402957400 0	Inland Printing Company 637 W College Street Springfield, MO 65806  <b>Contact Person:</b> Eddie Lee Telephone: 417-896-6484 Facsimile: 417-869-6164 Email: <a href="mailto:ELee@InlandPrinting.net">ELee@InlandPrinting.net</a>	YES
C213093007 (Extended through September 30, 2015)	4309562920 0	Mineral Area Office Supply 331 West Main Street Park Hills, MO 63601  <b>Contact Person:</b> Ken Yow Telephone: 573-431-4777 Facsimile: 573- Email: <a href="mailto:JohnYow@MAOS.com">JohnYow@MAOS.com</a>	YES
C213093009 (Extended through September 30, 2015)	1326770040 0	Canon Solutions America One Canon Park Melville, NY 11747  <b>Contact Person:</b> Tom Waldrup Telephone: 504-837-4993 Facsimile: 504-832-1595 Email: <a href="mailto:TWaldrup@CSA.Canon.com">TWaldrup@CSA.Canon.com</a>	YES

C213093010 (Extended through September 30, 2015)	2230568220 1	Canon Financial Services 14904 Collections Center Drive Chicago, IL 60693  <b>Contact Person:</b> Abby Fitchett Telephone: 800-220-9510 Facsimile: 856-505-5399 Email: <a href="mailto:afitchett@cfs.canon.com">afitchett@cfs.canon.com</a>	YES
C213093031 (Extended through September 30, 2015)	7312474500 0	Lakeland Office Systems, Inc. 2926 W 12 <sup>th</sup>  Joplin, MO 64801  <b>Contact Person:</b> David Tyson Telephone: 800-798-8606 Facsimile: Email: <a href="mailto:DTyson@LakeLandOffice.com">DTyson@LakeLandOffice.com</a>	

### KIP AMERICA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093011 (Extended through September 30, 2015)	3823687250 0	KIP America, Inc. 39575 W 13 Mile Road Novi, MI 48377  <b>Contact Person:</b> Amber Ross Telephone: 800-252-6793 ext. 6013 Facsimile: 800-672-1400 Email: <a href="mailto:ARoss@KIPAmerica.com">ARoss@KIPAmerica.com</a>	YES

### KONICA MINOLTA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093012 (Extended through September 30, 2015)	1319210890 0	Konica Minolta Business Solutions USA, Inc. 1595 Springhill Road, Suite 410 Vienna, VA 22182  <b>Contact Person:</b> Kristen McKenna Telephone: 813-207-8276 Facsimile: 703-506-1257 Email: <a href="mailto:KMckenna@kmbs.KonicaMinolta.us">KMckenna@kmbs.KonicaMinolta.us</a>	YES
C213093013 (Extended through September 30, 2015)	4313327700 6	Copying Concepts 2121 Hampton Ave Saint Louis, MO 63139  <b>Contact Person:</b> Kevin Laury	YES



		Telephone: 314-633-2000 Facsimile: 314-633-2004 Email: <a href="mailto:KLaury@CopyCon.com">KLaury@CopyCon.com</a>	
C213093014 (Extended through September 30, 2015)	4313327700 D	Datamax of Kansas City 8030 Flint Building 26 Lenexa, KS 63139  <b>Contact Person:</b> Chris Gaunce Telephone: 913-752-2200 Facsimile: 913-495-4475 Email: <a href="mailto:CGaunce@UDPCorp.com">CGaunce@UDPCorp.com</a>	YES
C213093015 (Extended through September 30, 2015)	4313327700 3	Image Technologies of Missouri 2511 Broadway Bluffs Columbia, MO 65201  <b>Contact Person:</b> Wayne Rueger Telephone: 573-449-0140 ext. 2130 Facsimile: 314-633-2004 Email: <a href="mailto:wrueger@imagetechmo.com">wrueger@imagetechmo.com</a>	YES
C213093004 (Extended through September 30, 2015)	4309829400 0	Data Comm, Inc. 211 Metro Drive, PO Box 2110 Jefferson City, MO 65102  <b>Contact Person:</b> Ryan Birk Telephone: 573-893-5800 Facsimile: 573-893-7145 Email: <a href="mailto:RBirk@DataCommInc.com">RBirk@DataCommInc.com</a>	YES
C213093030 (Extended through September 30, 2015)	4315807660 0	Shelton Business Machines, Inc. 23409 County Road 112 Maiden, MO 63863  <b>Contact Person:</b> Mark Shelton Telephone: 573-276-4803 Facsimile: 573-276-3194 Email: <a href="mailto:Mark@SheltonBusinessMachines.com">Mark@SheltonBusinessMachines.com</a>	YES
C213093021 (Extended through September 30, 2015)	4807768410 0	Copy Products, Inc. 2103 West Vista Street Springfield, MO 65807  <b>Contact Person:</b> Eric Crane Telephone: 417-889-5665 Facsimile: 417-889-7712 Email: <a href="mailto:ECrane@CopyProductsinc.net">ECrane@CopyProductsinc.net</a>	YES

## RICOH USA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093016 (Extended through September 30, 2015)	2303344000 4	Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355  <b>Contact Person:</b> Dave Johnson Telephone: 573-356-5173 Facsimile: 573-446-4777 Email: <a href="mailto:David.D.Johnson@ricoh-usa.com">David.D.Johnson@ricoh-usa.com</a>	YES

## SHARP ELECTRONICS INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093017 (Extended through September 30, 2015)	1319688720 0	Sharp Electronics Corporation 1 Sharp Plaza Mahwah, NJ 07495  <b>Contact Person:</b> Matt Euston Telephone: 816-588-1962 Facsimile: 480-890-8167 Email: <a href="mailto:EustonM@SharpSEC.com">EustonM@SharpSEC.com</a>	YES

## TOSHIBA AMERICA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093018 (Extended through September 30, 2015)	3308653050 0	Toshiba America Business Solutions, Inc. 9740 Irvine Boulevard Irvine, CA 92618  <b>Contact Person:</b> Christina Fischer Telephone: 949-462-6325 Facsimile: 949-462-2557 Email: <a href="mailto:Christina.Fisher@tbs.Toshiba.com">Christina.Fisher@tbs.Toshiba.com</a>	YES
C213093019 (Extended through September 30, 2015)	3306223090 0	Toshiba Business Solutions 2732 NE Independence Ave Lee Summit, MO 64064  <b>Contact Person:</b> David Wagner Telephone: 816-842-4931 ext. 123 Facsimile: 816-842-0660 Email: <a href="mailto:David.Wagner@tbs.Toshiba.com">David.Wagner@tbs.Toshiba.com</a>	YES
C213093020	4316789510 0	Coast to Coast Equipment and Supply 10964 Lin Valle Saint Louis, MO 63123	YES

		<p><b>Contact Person:</b> Brian Lenhardt  Telephone: 314-892-0250  Facsimile: 314-892-0825  Email: <a href="mailto:BLenhardt@CTCStL.com">BLenhardt@CTCStL.com</a></p>	
C213093021 (Extended through September 30, 2015)	4807768410 0	<p>Copy Products, Inc.  2103 West Vista Street  Springfield, MO 65807</p> <p><b>Contact Person:</b> Eric Crane  Telephone: 417-889-5665  Facsimile: 417-889-7712  Email: <a href="mailto:ECrane@CopyProductsinc.net">ECrane@CopyProductsinc.net</a></p>	YES
C213093022 (Extended through September 30, 2015)	4307379420 0	<p>Da-Com Corporation  5317 Kights of Columbus Drive  Saint Louis, MO 63119</p> <p><b>Contact Person:</b> Scott Shanafelt  Telephone: 314-442-2800  Facsimile: 314-442-2878  Email: <a href="mailto:SShanafelt@Da-ComCorp.com">SShanafelt@Da-ComCorp.com</a></p>	YES
C213093024	4318864600 0	<p>Document and Network Tech Inc.  2275 Cassens Court, Suite 112  Fenton, MO 63026</p> <p><b>Contact Person:</b>  Telephone: 314-773-6000  Facsimile: 314-771-6344  Email: <a href="mailto:MRueschhoff@DNTStL.com">MRueschhoff@DNTStL.com</a></p>	YES
C213093025	4318505670 1	<p>GFI Digital  3225 Emerald Lane, Suite B  Jefferson City, MO 65109</p> <p><b>Contact Person:</b> Robert Goth  Telephone: 573-353-1673  Facsimile:  Email: <a href="mailto:RGoth@GFIDigital.com">RGoth@GFIDigital.com</a></p>	YES
C213093026 (Extended through September 30, 2015)	4316729660 0	<p>Pro-Tech Company, Inc.  2411 East Illinois  Kirksville, MO 63501</p> <p><b>Contact Person:</b> Steve Tharp  Telephone: 660-665-3171  Facsimile: 660-665-3521  Email: <a href="mailto:Steve@ProTechCo.com">Steve@ProTechCo.com</a></p>	YES
C213093027 (Extended through	3712509430 0	<p>RTD Office Products, Inc  208 South Tenth Street  Quincy, IL 62301</p>	YES

September 30, 2015)		<b>Contact Person:</b> Telephone: 217-224-8990 Facsimile: 217-224-9015 Email: <a href="mailto:RTD@Adams.net">RTD@Adams.net</a>	
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<b>XEROX CORPORATION INFORMATION</b>			
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CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093029 (Extended through September 30, 2015)	1604680200 T	Xerox Corporation 100 Clinton Avenue Rochester, NY 14644  <b>Contact Person:</b> Todd Vodnansky Office Telephone: 314-542-8419 Cellular: 314-705-6106 Facsimile: 314-542-8456 Email: <a href="mailto:Todd.Vodnansky@Xerox.com">Todd.Vodnansky@Xerox.com</a>	YES

## STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
06/01/09 – 09/30/15	07/07/15	<b>Contracts C213093001-C213093005, C213093007, C213093009-C213093019, C213093021-C213093022, C213093026-C213093027, and C213093029-C213093031 have been extended through 09/30/15.</b>
06/01/09 – 06/30/15	04/15/15	The contracts have been extended. There may be a delay for some contracts being active in SAM II, but all of the contracts will be extended soon. Those active in SAM II are noted under the contract number.
06/01/09 – 03/31/15	08/28/14	Xerox contact information updated
06/01/09 – 03/31/15	07/10/14	The contracts have been extended. There may be a delay for some contracts being active in SAM II, but all of the contracts will be extended soon.
06/01/09 – 06/30/14	02/14/14	Toshiba Missouri WSCA website link added and Lakeland Office Systems added as a Canon authorized dealer
06/01/09 – 06/30/14	09/24/13	Copy Products added as a Konica Minolta authorized dealer
06/01/09 – 06/30/14	09/19/13	Language change (italics) in Section 2.2: “...speed <i>equal to or greater than</i> ...”
06/01/09 – 06/30/14	08/15/13	Initial issuance of new statewide contract.
06/01/09 – 06/30/14	08/20/13	Update WSCA manufacturer website information – Contact information updated

**GENERAL INFORMATION AND REQUIREMENTS**

**1. BACKGROUND:**

1.1 These cooperative contracts provide for the outright purchase and lease of copier-based multifunctional equipment and accessories through June 30, 2014. Copier-based multifunctional equipment acquired via lease will be renewed based upon the applicable term selected by the ordering agency pursuant to the WSCA contract and Participating Addendum with each manufacturer.

1.2 This WSCA contract includes five groupings of multifunction copiers as well as software bundles that enable and enhance the multifunction capabilities of the copiers. The groupings of these copiers are:

Group A – Convenience Black and White Copiers
Group B – Convenience Hybrid Copiers
Group C – Production Black and White Copiers
Group D – Production Color Copiers
Group E – Wide Format Copiers

1.3 All Ricoh copiers purchased under contract C210038001 must be maintained under either contract C2100038001 or Specialty Underwriters’ contract, C213007001.

1.4 Segment: The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

<b>Group A – B&amp;W Convenience Copiers</b>		
<b>Segment</b>	<b>Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
2	20 – 29 (Desktop & Console)	NO
3	30 - 39	NO
4	40 - 49	NO
5	50 - 59	NO
6	60 - 69	YES
7	70 - 79	YES
8	80 - 89	YES
9	90 - 99	YES
10	100 - 119	YES

<b>Group B –Hybrid Convenience Copiers</b>		
<b>Segment</b>	<b>Black and White Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
2H	20 – 29 (Console Only)	NO
3H	30 - 39	NO
4H	40 - 49	NO
5H	50 - 59	NO
6H	60 - 69	YES

<b>Group C – B&amp;W Production Copiers</b>		
<b>Segment</b>	<b>Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
C1	100 – 119	YES
C2	120 – 139	YES
C3	140 – 159	YES

<b>Group D – Color Production Copiers</b>		
<b>Segment</b>	<b>Color Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
D1	50 – 59	YES
D2	60 - 69	YES
D3	70 – 79	YES

<b>Group E – Wide Format Copiers</b>		
<b>Segment</b>	<b>Speed in Linear Feet Per Minute (LPM)</b>	<b>State Printing Approval Required</b>
E1	2 – 6	YES
E2	7 - 15	YES

**2. STATE AGENCY USAGE REQUIREMENTS:**

State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

- 2.1 Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.
- 2.2 Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed equal to or greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from Rodney Vessell (Rodney.Vessell@oa.mo.gov) of OA General Services State Printing. State agencies must submit State Printing’s written approval with the purchase order.
- 2.3 Trade-Ins: State agencies must obtain OA Surplus Property’s approval before trading in a copier.
- 2.4 Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.
- 2.5 Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
- 2.6 Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.
- 2.7 Special Toshiba Instructions:
  - 2.7.1 State agencies governed by Chapter 34 RSMo shall only acquire equipment from Toshiba America Business Solutions through outright purchase.
  - 2.7.2 Authorized dealers shall only accept orders for equipment. Authorized dealers shall not accept orders for maintenance service.
  - 2.7.3 Maintenance service shall only be placed with Toshiba America Business Solutions, Inc. Maintenance services are prohibited from being ordered from authorized dealers.

**3. ORDERING:**

- 3.1 Contractors must quote leasing and rental rates for Fair Market Value Leases, Operational Leases, Non-Cancelable Rentals, and Cancelable Rentals. State agencies must NOT enter into capital leases.
- 3.2 Agencies may use either PGQ or SC for placing orders from this contract. The following information needs to be included on purchase orders submitted for maintenance so the contractor can bill and collect meter readings correctly.

State of MO Contract number  
WSCA Contract number (#1715)  
Contractor Vendor Number  
Copier make  
Copier model  
Manufacturer Equipment ID Number or the Manufacturer Ser No  
Time Period the PO covers (For example: July 1, 2013 thru June 30, 2014)  
Quantity  
Monthly payment and monthly copy allowance  
Bill to Address  
Ship to address.....Copier address location, i.e., Dept and/or Div, Street Address, Room No., City, State, Zip  
Key Operator name for meter readings  
Key Operator fax number  
Key Operator phone number

3.3 This information will allow the contractor to set the copier up properly in the system to bill the correct amount to the correct address, inform the service tech of the location of the machine when service is needed, and give the contractor ample information to collect the monthly meter reading.

3.4 Owned Equipment Trade-In: Contractors may allow for state agencies to trade-in owned copier equipment as part of a new copier agreement under this contract, according to state regulations and laws. The value for the trade-in will be negotiated by the contractor and state agency at the time of the transaction and may not include any disposal or shipping fees.

a. Moves, equipment pickups and equipment trade-ins must be accomplished within 30 days of the request.

b. State agencies must obtain OA Surplus Property's approval before trading in a copier.

3.5 New orders for equipment must be installed by the contractor within 30 calendar days of order placement. Excess installation time may be afforded by the state agency. Software related to the equipment must be installed within five working days of the equipment installation unless the state agency extends this time.

3.6 When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)

#### 4. **PAYMENT:**

4.1 The contractors will invoice the state agency directly with that state agency paying the vendor or their authorized dealers directly.

4.2 All payments shall be made in arrears only.

#### 5. **INSTALLATION:**

5.1 Pricing must include all in-house delivery of equipment and software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs and removal cost (of the equipment placed under any subsequent agreement).

5.2 Network installation shall include: configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five computers per unit ordered.

5.3 Contractors may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the state



agency prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the contractor.

**6. CONTRACT INFORMATION:**

6.1 Pricing for this WSCA contract must be expressed as a discount from Manufacturer’s Suggested Retail Price (MSRP). MSRP must be a published figure with Buyers Laboratory Inc (BLI). Discounts from list may be increased during the term of the contract by the contractors. At no time during the contract period may the discount be reduced.

6.2 Dedicated Contract Website: Contractors must maintain a contract website for the State of Missouri. Below is a link to the dedicated contract websites for each manufacturer:

Canon USA	<a href="http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=96">http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=96</a>
KIP America	<a href="http://wsca.kipamerica.com/content.asp?id=mo">http://wsca.kipamerica.com/content.asp?id=mo</a>
Konica Minolta	<a href="http://kmbcontent.konicaminolta.us/content/microsites/PublicSites/wsca/MO?CustFoldName=wsca&amp;Username=&amp;MicrositeFoldName=PublicSites">http://kmbcontent.konicaminolta.us/content/microsites/PublicSites/wsca/MO?CustFoldName=wsca&amp;Username=&amp;MicrositeFoldName=PublicSites</a>
Ricoh USA	<a href="http://www.ricoh-usa.com/rmap/wsca/stateofmo.aspx">http://www.ricoh-usa.com/rmap/wsca/stateofmo.aspx</a>
Sharp Electronics	<a href="http://wsca.sharpgov.com/Missouri/tabid/110/Default.aspx">http://wsca.sharpgov.com/Missouri/tabid/110/Default.aspx</a>
Toshiba America	<a href="http://www.toshibamedia.com/wsca-copiers/landingMO.htm">http://www.toshibamedia.com/wsca-copiers/landingMO.htm</a>
Xerox	<a href="https://www.portal.xerox.com/is-bin/INTERSHOP.enfinity/WFS/Xerox-PSO-Site/en_US/-/USD/SSO-Start?CustomerLocale=en_US&amp;LoginForm_OrganizationCode=WAS26&amp;LoginEmail=guest.was26%40xerox.com&amp;LoginForm_Login=guest.was26%40xerox.com&amp;RequestName=GuestLogin">https://www.portal.xerox.com/is-bin/INTERSHOP.enfinity/WFS/Xerox-PSO-Site/en_US/-/USD/SSO-Start?CustomerLocale=en_US&amp;LoginForm_OrganizationCode=WAS26&amp;LoginEmail=guest.was26%40xerox.com&amp;LoginForm_Login=guest.was26%40xerox.com&amp;RequestName=GuestLogin</a>

6.3 Survivability: Placements made using the authority provided by this contract will survive the contract itself. Those state agencies purchasing, renting or leasing the equipment will continue to receive ongoing service from the contractor at the agreed upon contract rate through the term of their placement contract agreement. The contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.

- a. Those state agencies purchasing equipment will receive ongoing service from the contractor at the agreed upon contract rate until the expiration of the service contract. Upon the contract termination, state agencies and contractors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the State agency will reserve the right to terminate these placements with 30 days written notice and without termination penalties.

6.4 Termination for Non-appropriation: The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, state legislature and/or federal sources. The state agency may terminate any financial obligation, and contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the state agencies funding from local, state and/or federal sources is not appropriated, withdrawn or limited.

6.5 End of Term Notification: Contractors must notify a State agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.

6.6 Warranty: Equipment must carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the state agency. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the buyer of record.

6.7 End of Term Notification: The contractor must notify a state agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.

**7. LEASES:**

7.1 State agencies governed under Chapter 34 shall not lease copiers from Toshiba America Business Solutions.

7.2 Fair Market Value Lease: All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the contractor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the State agency at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the contractor.

7.3 Operational Lease: All operational leases shall have an end of term buyout to own value that is determined prior to the lease inception, although this value may or may not be disclosed by the contractor, based on a fixed dollar amount or percentage of funded value. Such leases shall be subject to monthly payment reduction by the contractor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the state agency at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the contractor.

7.4 Non-Cancelable Rental: All non-cancelable rentals shall not have a buyout to own option and all state agencies will be remitting payment for the usage of the equipment only. Such rentals shall be subject to monthly payment reduction by the contractor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the state agency. The depreciated value must be disclosed to the state agency at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the contractor.

7.5 All leases may be bought out to return to the contractors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four month service and supply base or 25% of the remaining term, whichever is less. No termination charges shall be applicable in the case of non-appropriations of funds.

7.6 The contractors, under this RFP and subsequent contract, may assign the leases produced under this contract; but the obligations, terms and conditions may not be altered and shall remain with the contractor.

7.7 State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.

**8. MAINTENANCE:**

8.1 Contractors must perform full service support for all proposed copiers during normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. not including state holidays) within the pricing proposed.

8.2 Contractors must maintain the following service response times according to the following service zones and segments, unless otherwise allowed by the buyer of record:

<b>Groups</b>	<b>Urban Response Time</b>	<b>Rural Response Time</b>	<b>Remote Response Time</b>
Groups A & B	4 Hours	1 Working Day	4 Working Days
Groups C & D	3 Hours	6 Hours	2 Working Days
Group E	4 Hours	1 Working Day	4 Working Days

a. Service Zone: The following table provides the definitions for three separate service zones based on the distance from the contractor’s closest Service Base Location.

<b>Service Zone</b>	<b>Definition</b>
<b>Urban</b>	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within a 60 mile radius of a Metropolitan Statistical Area.
<b>Rural</b>	Outside of a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.
<b>Remote</b>	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.

8.3 Equipment Inspection/Testing/Acceptance: Inspections, tests, measurements, or other acts or functions performed by the ordering State agency shall in no manner be construed as relieving the Successful Vendor from full compliance with contract requirements. At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer’s published literature.

8.4 No contract term for service, supplies, lease payments or rental payments may begin prior to successful delivery, installation and acceptance of the ordered equipment by the State agency. As such, no valid invoice may be issued by the Successful Vendor prior to the acceptance by the State agency.

**9. CANCELLATION:**

9.1 All Cancelable rentals may be canceled upon 30 days written notice to the contractors at any point during the lease or rental term. The contractors may assess a penalty of no more than four monthly lease/rental payments that are not to include service or supply base commitments for the cancelation of a cancelable rental. Such cancelation will be subject to review and approval by the buyer of record.

**10. INVOICING REQUIREMENTS:**

10.1 All invoices must bear the state’s contract number, and reference the model number, serial number, copy usage, unit and extended price, billing period, and agency name and location.

10.2 The state agencies shall commit in advance to the monthly minimums specified on the Pricing Pages, thus creating a minimum monthly payment amount. If the state agency’s usage exceeds their monthly minimum copy allowance, the contractor shall bill the state agency for their monthly minimum copy allowance price including the cost per copy pricing for each copy which exceeds their monthly minimum copy allowance.

10.3 There shall be no more than one billing per calendar month and bills for more or less than 30 days shall have the monthly copy allowance prorated. Any given calendar day shall only be billed 1 time. Contractors may use longer billing cycles, such as 60 or 90 days, but the monthly copy allowance and actual usage must be prorated accordingly.

10.4 The contractor shall provide each agency with meter cards for each copier as necessary. Agencies shall complete the cards and mail per instructions provided by the contractor.

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**Sumner Group, Inc**  
**DUNS: 121749501 CAGE Code: 001G2**  
**Status: Active**

**2121 Hampton Ave**  
**Saint Louis, MO, 63139-2904 ,**  
**UNITED STATES**

**Expiration Date: 06/07/2016**  
**Purpose of Registration: All Awards**

## Entity Overview

### Entity Information

**Name:** Sumner Group, Inc  
**Doing Business As:** Datamax Office Systems  
**Business Type:** Business or Organization  
**POC Name:** Justine Lemmon  
**Registration Status:** Active  
**Activation Date:** 06/08/2015  
**Expiration Date:** 06/07/2016

### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.P.34.20150710-1415

WWW7

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2015

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

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

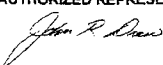
<b>PRODUCER</b> John Hundhausen The Daniel & Henry Company 1001 Highlands Plaza Dr West St. Louis, MO 63110 John Hundhausen	<b>CONTACT NAME:</b> Jeanne Jones <b>PHONE (A/C, No, Ext):</b> 314-421-1525 <b>FAX (A/C, No):</b> 314-444-1990 <b>E-MAIL ADDRESS:</b> jonesj@danielandhenry.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Ins Co of the Midwest	37478	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Sumner Group, Inc dba Copying Concepts Office System Datamax Office Systems Unisource Document Products Datamax of Kansas City 6717 Waldemar St. Louis, MO 63139														

**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	84UUNZO3314	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		84 UEN VV0228	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		84RHUZO3377	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	84WEBX3215	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Copier Maintenance.Boone County Purchasing is an Additional Insured on the General Liability for work performed by the Named Insured as required by written contract. Waiver of Subrogation is applicable where permitted by law and as required under written contract.**

<b>CERTIFICATE HOLDER</b>  <b>Boone County Purchasing</b> <b>Att: Melinda Bobbitt</b> <b>Director of Purchasing</b> <b>613 E. Ash Street, #110</b> <b>Columbia, MO 65201</b>	<b>CANCELLATION</b>  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 
--	---

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/04/2015

FIXED ASSET TAG NUMBER: 00015499

DESCRIPTION: GESTETNER F550  
FAX MACHINE

**RECEIVED**

SEP 04 2015

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2006

REASON FOR DISPOSITION: REPLACEMENT

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) DOES NOT

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: \_\_\_\_\_

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

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Judy Fisher

### AUDITOR

ORIGINAL PURCHASE DATE 5-22-06  
ORIGINAL COST 1,239.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1601

RECEIPT INTO 1190-3836 HR  
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 431-2015

DATE APPROVED 9-17-15

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/02/2015

FIXED ASSET TAG NUMBER: 00018590

DESCRIPTION: IBM INFOPRINT 1585N  
PRINTER LASER MONOCHROME

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

SEP 02 2015

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: ~~GOOD~~ \_\_\_\_\_

REASON FOR DISPOSITION: REPLACEMENT

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: \_\_\_\_\_

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

DEPARTMENT: INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 7-31-07  
ORIGINAL COST \$11,996.40  
ORIGINAL FUNDING SOURCE 2743  
ASSET GROUP 1603

RECEIPT INTO 2010-3835 He  
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 431-2015

DATE APPROVED 9-17-15

SIGNATURE Paul [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/02/2015

FIXED ASSET TAG NUMBER: 00012416

DESCRIPTION: GESTETNER 3235  
COPIER

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2000

REASON FOR DISPOSITION: REPLACEMENT

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: \_\_\_\_\_

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

DEPARTMENT: 1170 INFORMATION TECHNOL SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-11-00  
ORIGINAL COST 4,339.62  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1601

RECEIPT INTO 1190-3836 Ha  
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 431-2015

DATE APPROVED 9-17-15

SIGNATURE [Signature]

RECEIVED

SEP 02 2015

BOONE COUNTY AUDITOR



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/02/2015

FIXED ASSET TAG NUMBER: 00015567

DESCRIPTION: LEXMARK C920DTN  
PRINTER LASER COLOR

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2006

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

SEP 02 2015

**BOONE COUNTY AUDITOR**

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) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: \_\_\_\_\_

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

DEPARTMENT: GIS - COUNTY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 8-11-06  
ORIGINAL COST 4787.55  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HR  
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 431-2015

DATE APPROVED 9-17-15

SIGNATURE [Signature]

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 17th day of September 20 15

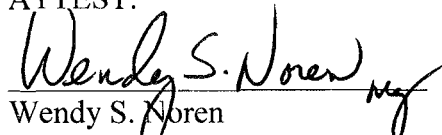
the following, among other proceedings, were had, viz:

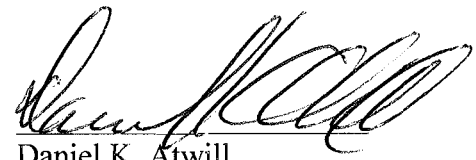
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance Cooperative Contract 051613-SYS with Neumayer Equipment Company, Inc. of St. Louis, MO to purchase an automated fuel system.

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

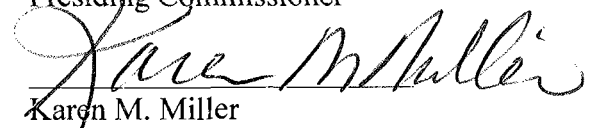
Done this 17th day of September, 2015.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner

432-2015

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: September 10, 2015  
RE: Cooperative Contract: 051613 – SYS – Fuel System

Purchasing and Public Works request permission to utilize the National Joint Powers Alliance cooperative contract 051613-SYS to purchase a fuel system for our new maintenance shed located at 124 and Highway 63 in Hallsville, Missouri. Contract is with Neumayer Equipment Company, Inc. of St. Louis, Missouri.

According to Greg Edington, Assistant Manager of Public Works, this system is the same automated fuel system as what we have at Public Works and the Sheriff's Department. This system has to work with our existing systems so it is preferable to use this cooperative contract rather than bid.

Total cost of contract is \$71,959.54. A 10% contingency is added to the Purchase Requisition for a Purchase Order total of \$79,155.49. Invoices will be paid from department 2040 – PW Maintenance Operations, account 91300 – Machinery and Equipment \$73,000 is budgeted in 2040/91300 and the contingency is budgeted in 2040/86850.

cc: Greg Edington, Public Works  
Contract File

**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 **Neumayer Equipment Company, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of this cooperative 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 cooperative contract designated and marked:

**COOPERATIVE CONTRACT NUMBER 051613-SYS  
FUEL SYSTEM  
FOR NEW MAINTENANCE SHED LOCATED AT  
HIGHWAY 124 AND HIGHWAY 63, HALLSVILLE, MISSOURI  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the quote document. The contract award for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete fuel system for Boone County Pubic Works Department shall be for a not to exceed total of Seventy One Thousand Nine Hundred Fifty Nine Dollars and Fifty Four Centers (\$71,959.54). Contractor agrees to utilize existing wire and parts located at this site if useable if it results in savings for the County.

The following contract documents 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.

National Joint Powers Alliance (herein "NJPA") contract **051613-SYS**  
Neumayer Equipment Company, Inc. quote #20151083  
Boone County Missouri Standard Terms and Conditions  
Boone County Insurance Requirements  
Debarment Certification  
Work Authorization Certification  
Annual Wage Order #22, dated 06/09/15  
Affidavit of Compliance with OSHA (to be returned at completion of project)  
Affidavit of Compliance with Prevailing Wage Law Form (to be returned at completion of project)

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.

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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 **90 days** after receipt of Notice to Proceed or such additional time as may be allowed by the Project Manager under the contract.

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

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

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

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

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

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to

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

The Owner agrees to pay the Contractor in the amount:

**Seventy One Thousand Nine Hundred Fifty Nine Dollars and Fifty Four Cents (\$71,959.54)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 15-Aug-2015 at Columbia, Missouri. (Date)

CONTRACTOR:  
NEUMAYER EQUIPMENT COMPANY, INC.

By: Susan A Burkhardt  
Authorized Representative Signature

By: Susan A Burkhardt  
Authorized Representative Printed Name  
Title: President/Owner

OWNER:  
BOONE COUNTY, MISSOURI

By: Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

CJ Dykhouse  
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.)

Jane E Pitchford  
Signature by ajf

9/14/15  
Date

2040 / 91300- \$71,959.54

Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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



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

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

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

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

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

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

liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of Wiley Missouri

State of Missouri )ss  
)

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

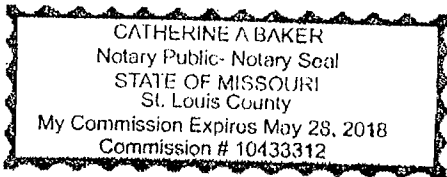
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Susan Burkhardt 8/15/2015  
Affiant Date

Susan G. Burkhardt  
Printed Name

Subscribed and sworn to before me this 15 day of Aug, 2015

Catherine A Baker  
Notary Public



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

**(Please complete and return with Contract)**

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

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.

*Susan A. Burkhardt*

\_\_\_\_\_  
Name and Title of Authorized Representative

*President Susan A. Burkhardt*

\_\_\_\_\_  
Signature

*8-15-15*

\_\_\_\_\_  
Date

RETURN AT COMPLETION OF PROJECT

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

6114  
County of Missouri )  
State of St. Louis )ss  
 )

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

NAME OF PROJECT: 051413 - Sys Fuel System

Susan A. Burkhardt 8/15/15  
Affiant Date  
Susan A. Burkhardt  
Printed Name

Subscribed and sworn to before me this 15 day of Aug, 2015



Catherine A. Baker  
Notary Public

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

RETURN AT COMPLETION OF PROJECT

**AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



5060 Arsenal Street | Saint Louis, Missouri 63139  
800-843-4563 | Fax 314-772-2311  
www.neumayerequipment.com



Quotation and Contract Form

Quote # 20151083

Account Representative: Mikal Thornhill

Customer: Boone County Public Works  
Greg Eddington  
Hwy 63 South  
Columbia, MO 65201

Plan Date /Revision: 7/20/2015  
Project Name: New Maintenance Shed Fueling Equipm  
Project Location: 124 & Hwy 63  
Hallsville, MO

SCOPE OF WORK

- 1 NEC will furnish and install a new double wall, flame shield, dual compartment, (12K/4K), fuel storage tank, with over fill prevention, clock gauges, interstitial indicator, e-vents, atmospheric vents, and remote fill/spill containment.
- 2 NEC will furnish crane for unloading and setting tank.
- 3 NEC will furnish and install piping for fill lines, (2) Fillrite pumps with pulse output, and new hanging hardware.
- 4 NEC will furnish and install Fuelmaster FMU for pump control with wireless communciation, data logger, and quickstop 20 Prokees included in this quotation.

NOTE SECTION

- See material schedule attachment "A".
- Estimated sales taxes are excluded. Quotation presumes either that customer is a Tax Exempt Entity or the Project is a Tax Exempt Project. Customer shall provide Neumayer Equipment Co. Inc. with a Tax Exempt Certificate and associated documentation, or sales tax will treated as an addition to the originally quoted sum.
- All additions and deductions to the contract price will be via our CHANGE ORDER#059.
- Quotation includes applicable freight.
- Permits, engineered-sealed drawings and processing fees are not included in this quotation. At your direction we will perform the work and obtain all necessary permits. The charges will be added to the contract price.
- Electric service to fueling system by others.
- Tank pad and barrier protection by others.

TERMS

Due as Cost are Incurred  
Remainder Due Upon Completion

TOTAL **\$71,959.54**

We submit this quotation of our interpretation of your requirements, subject to the terms and conditions included with this quotation. When accepted by the customer, this proposal will constitute a bona fide contract between Customer and Seller, subject to the approval of the Seller's credit manager. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, and are subject to change without notice after that date.

Neumayer Equipment Company, Inc.

Boone County Public Works

Approved  
By: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

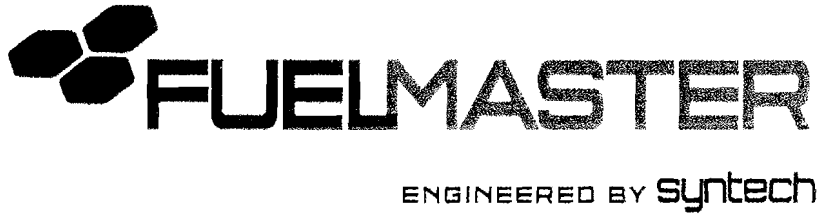
Date Accepted: \_\_\_\_\_



Customer: Boone County  
 Public Works  
 Project: New  
 Maintenance  
 Shed Fueling  
 Equipment  
 Quote #: 20151083  
 Job #:

Attachment "A" - Material Schedule

QTY	SIZE	PART #	MFG	DESCRIPTION
<b>Misc. Parts List</b>				
1	0	x	hall	12k/4k double wall flame shield
1	0	x	fuelmaster	fmu with data logger, quick stop, prokees, wireless kit
2	0	0-89404-22427-4	fillrite fr300vn	20 gpm pump 115ac
2	2308	x	opw	pulser
1	0	6211R-302B2LD	opw	30 gallon remote spill container
<b>Hanging Hardware</b>				
1	3480	11BP-0400	OPW	New 3/4" NPT Gasoline Nozzle, 11BP, Black
1	1928	7H-0100	OPW	New 1" Diesel Nozzle, 7H, Green
1	3652	C720 3/4	CATLOW	3/4" MxF Twister Swivel
1	7545	45-5075	OPW	1" Premium Hose Swivel
1	1651	124421	IRPCO	3/4" x 12' Steelflex Pump Hose
1	1641	105141	IRPCO	1" x 12' Softwall Pump Hose
1	6528	CTM75	CATLOW	3/4" Cam Twist Magnetic Breakaway
1	3793	CTM100	CATLOW	1" Cam Twist Magnetic Breakaway
1	2646	124021FL	IRPCO	3/4" x 8" Whip Hose
1	1306	123041FL	IRPCO	1" x 10" Standard Whip Hose
<b>Aboveground Storage Tank Parts</b>				
1	1196	4620	HUSKY	2" P/V Vent Slip-on w/3" W.C.
1	1864	23-0033	OPW	2" Aluminum Tank Vent
2	2934	61FSTOP-1000	OPW	Ast Overfill Valve Npt
2	6330	691--1000 1V	MORRISON	Ball Valve - Full Port - Forged Brass
2	1972	20V	P.T. CPLG	2" Alum. Dust Cap
2	1779	178--0300 AC	MORRISON	Fill Cap-Brass Body Iron Cap
2	6417	818--0100 AG	MORRISON	Clock Gauge W/Standard Float
<b>Misc.</b>				
10	0	MISC	NEC	Misc. Steel Pipe-Fittings
5	0	MISC	NEC	Misc. Electrical Supplies
2	0	MISC	NEC	Misc. Island Set Mtl's
42	2327	MISC	GRINNELL	2" Steel Pipe Galv. Plain End
12	2356	MISC	GRINNELL	2" 90 Elbow Galv.



November 7, 2013

To Whom this may Concern:

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

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

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

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

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

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

Sincerely,

Barbara Reker  
Marketing Director

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

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

and

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

Whereas:

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

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contract for the period of July 16, 2015 to July 16, 2016.

National Joint Powers Alliance® (NJPA)

By: [Signature], Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 4/21/15

Syntech Systems, Inc.

By: [Signature], Its: CONTRACTS MGR.

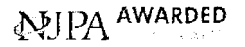
Name printed or typed: Patrick J. Peacock

Date April 23, 2015

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# FUELMASTER

Pricing information can be obtained by contacting:

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

Paul Anderson

Contract Manager

218-894-5487

[paul.anderson@njpacoop.org](mailto:paul.anderson@njpacoop.org)

## HOW TO PURCHASE

[Our step-by-step guide](#) ?

## Vendor Contact Info

Barbara Reker

Direct Phone: 800-888-9136 ext

1321

[barbara.reker@myfuelmaster.com](mailto:barbara.reker@myfuelmaster.com)

[www.myfuelmaster.com](http://www.myfuelmaster.com)

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



**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**

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

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

Company Address: 100 Four Points Way

City: Tallahassee State: FL Zip: 32305

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

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



### Contract Acceptance and Award

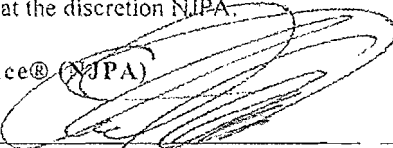
(To be completed only by NJPA)

## NJPA 051613 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

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

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

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

National Joint Powers Alliance® (NJPA)   
NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director Chad Coquette  
(Name printed or typed)

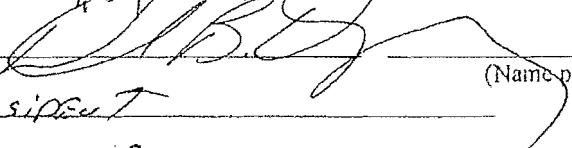
Awarded this July 16 day of 20 13 NJPA Contract Number # 051613-SYS

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

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

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

Vendor Name Syn-Tech Systems, Inc.

Vendor Authorized signature:   
Title: VICE-PRESIDENT  
DAVID B. OGLESBY  
(Name printed or typed)

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



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

for the procurement of

## FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

### RFP Opening

May 16, 2013

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #051613**

**CORRECTED**

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

### RFP Timeline

*April 4, 2013*

*Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com*

*April 25, 2013*

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

*10:00 A.M. Central Time*

*May 9, 2013*

*Deadline for RFP requests and questions.*

*May 15, 2013*

*Deadline for Submission of Proposals*

*4:30 P.M. Central Time*

*May 16, 2013*

*Public Opening of Proposals*

*8:00 A.M. Central Time*

*Direct questions regarding this RFP to:  
Gregg Meierhofer at [gregg.meierhofer@njpacoop.org](mailto:gregg.meierhofer@njpacoop.org) or (218)894-1930*

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

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  - A, B, C, D, E, F, G & P
11. PRE-SUBMISSION CHECKLIST



## 1. INTRODUCTION

### A. ABOUT NJPA

**1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <http://www.njpacoop.org/contract-purchasing-solutions/contracts>.

**1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

**1.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

**1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

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

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**1.6.1** National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

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

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

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

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

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

#### D. THE INTENT OF THIS RFP

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

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

**1.11.1** Beyond our primary intent, NJPA further desires to:

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

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

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

#### E. SCOPE OF THIS RFP

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

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

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

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

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

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

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

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

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

**1.21 Additional Definitions** for the scope of this solicitation.

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

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

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

**1.22 Suggested Solutions Options**

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

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

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

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

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

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

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

### **1.23 Overlap of Scope:**

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

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

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

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

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

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

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

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

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

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

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

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

#### F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

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

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

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

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

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

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

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

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

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

## G. SOLUTIONS BASED SOLICITATION

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

## H. INQUIRY PERIOD

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

## I. PRE-BID CONFERENCE

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

## 2. DEFINITIONS

### A. PROPOSER - VENDOR

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

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

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

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

**2.5 Request for Proposal-** Herein referred to as RFP

## B. CONTRACT

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

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

## C. TIME

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

## D. PROPOSER’S RESPONSE

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

## E. CURRENCY

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

## F. FOB

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

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

## 3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. PRE-PROPOSAL CONFERENCE

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



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

#### B. IDENTIFICATION OF KEY PERSONNEL

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

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

#### C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

#### D. FORMAL INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### E. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

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

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

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

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

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

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

time specified for opening of all proposals.

## F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

## G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

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

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

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

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

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

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

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

#### H. CERTIFICATE OF INSURANCE

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

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

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

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

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

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

#### I. ORDER PROCESS AND/OR FUNDS FLOW

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

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

**3.32.3 Other:** Please fully identify.

#### J. ADMINISTRATIVE FEES

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

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

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

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

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

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

#### 4. PRICING STRATEGIES

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

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

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

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

##### A. LINE-ITEM PRICING

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

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

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

in each Responder's proposal.

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

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

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

## B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

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

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

## C. HOT LIST PRICING

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

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

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

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

#### D. CEILING PRICE

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

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

#### E. VOLUME PRICE DISCOUNTS

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

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

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

#### F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

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

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

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

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

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

member.

#### G. COST PLUS A PERCENTAGE OF COST

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

#### H. TOTAL COST OF ACQUISITION

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

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

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

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

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

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

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

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

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

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

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



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

## J. REQUESTING PRICING CHANGES

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

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

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

## K. PRICE AND PRODUCT CHANGES FORMAT

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

**4.40.1** A cover letter:

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

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

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

#### L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

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

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

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

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

#### M. PAYMENT TERMS

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

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

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

#### N. SALES TAX

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

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

#### O. SHIPPING AND SHIPPING PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

## P. NORMAL WORKING HOURS

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

## 5. MARKETING PLAN

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

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

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

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

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

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

**5.1.3** Identify your plan for delivering training to these individuals.

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

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

5.1.4 Sales Management Contract Training.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. PROPOSAL OPENING PROCEDURE

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

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

## 7. EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

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

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

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

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

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

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

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

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

### B. PROPOSER RESPONSIVENESS

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

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

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

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

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

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

### C. PROPOSAL EVALUATION CRITERIA

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

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

### **7.14 Evaluation Criteria**

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

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



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

#### D. OTHER CONSIDERATION

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

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

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

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

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

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

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

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

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

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

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

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

#### E. COST COMPARISON

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

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

#### F. PRODUCT TESTING

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

#### G. PAST PERFORMANCE INFORMATION

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

businesslike concern for the interests of the NJPA Member.

## H. WAIVER OF FORMALITIES

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

## 8. POST AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

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

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

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

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

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

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

#### B. NJPA MEMBER SIGN-UP PROCEDURE

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

#### C. REPORTING OF SALE ACTIVITY

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

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

#### D. AUDITS

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

#### E. HUB PARTNER

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

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

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

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

[NJPA Member Name].”

#### F. TRADE-INS

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

#### G. OUT OF STOCK NOTIFICATION

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

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

#### H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

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

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

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

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

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

**Step 3:** Issue letter to cancel Contract for cause.

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

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

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

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

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

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

**8.20** Events of Automatic termination to include:

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

## 9. GENERAL TERMS AND CONDITIONS

### A. ADVERTISEMENT OF RFP

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

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

### B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

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

## C. APPLICABLE LAW

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

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

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

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

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

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

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

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

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

## D. ASSIGNMENT OF CONTRACT

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

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

#### E. LIST OF PROPOSERS

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

#### F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

#### G. DATA PRACTICES

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

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

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

#### H. ENTIRE AGREEMENT

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

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

#### I. FORCE MAJEURE

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



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

#### J. GRATUITIES

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

#### K. HAZARDOUS SUBSTANCES

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

#### L. LEGAL REMEDIES

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

#### M. LICENSES

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

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

#### N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

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

#### O. NON-WAIVER OF RIGHTS

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

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

#### P. PROTESTS OF AWARDS MADE

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

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

#### Q. PROVISIONS REQUIRED BY LAW

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

#### R. RIGHT TO ASSURANCE

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

#### S. SUSPENSION OR DISBARMENT STATUS

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

#### T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

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

#### U. SEVERABILITY

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

#### V. RELATIONSHIP OF PARTIES

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

#### 10. FORMS

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



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

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

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

**Company Information**

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

**Industry-Marketplace Successes**

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

Education agencies. Please include the customer's name, contact, and phone number.

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

#### **Proposer's ability to sell and service nationwide**

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

#### **Marketing Plan**

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

#### **Other Cooperative Procurement Contracts Held**

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

Proposer.

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

### **Value Added Attributes**

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



PROPOSER INFORMATION

Company Name: Keunayer Equipment
Address: 5060 Arsenal Street
City/State/Zip: Saint Louis, Missouri 63131
Phone: 314-932-3783 Fax: 314-772-2311
Toll Free Number: 800 884-5573 E-mail: Kerri-mckay@keunayerequipment.com
Web site: WWW.keunayer-equipment.com

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

COMPANY PERSONNEL CONTACTS

Contract Manager: Mikal Therkell
Email: Mikal-Therkell@keunayerequipment.com Phone: 816-881-7004

Other contract management personnel

Name: Kerri McKay Title: Admin
Email: Kerri-mckay@keunayerequipment.com Phone: 314-932-3783

Name: Title:
Email: Phone:

Name: Title:
Email: Phone:

Name: Title:
Email: Phone:

Name: Title:
Email: Phone:

Name: Title:
Email: Phone:

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



Company Name: \_\_\_\_\_

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

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

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

**Proposer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**

**Contract Award  
RFP #051613**





**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS.**

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

Company Name: Neumaier Equipment Date: Aug 15, 2015

Company Address: 5060 Arsenal

City: Saint Louis State: MO Zip: 63139

Contact Person: Kerri McKay Title: Admin

Authorized Signature (ink only): *Kerri McKay* Kerri McKay  
(Name printed or typed)



# Contract Acceptance and Award

(To be completed only by NJPA)

## NJPA 051613 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

\_\_\_\_\_  
Proposer's full legal name

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

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

### National Joint Powers Alliance® (NJPA)

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

Awarded this \_\_\_\_\_ day of 20\_\_\_\_ NJPA Contract Number # 051613

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

Executed this \_\_\_\_\_ day of 20\_\_\_\_ NJPA Contract Number # 051613

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

Vendor Name \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of 20\_\_\_\_ NJPA Contract Number # 051613

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

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

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

proposals were opened regarding this RFP, and

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

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_  
\_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

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

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**OVERALL EVALUATION AND CRITERIA**

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

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

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_



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

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

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

**Warranty**

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

**Equipment/Products and Related Services and Pricing**

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

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

**Industry or Sector Specific Questions**

27) NA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



11. PRE-SUBMISSION CHECKLIST

**Pre-submission Checklist**

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

**Contents of your Proposal response:**

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

**Form Titles**

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





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

**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**

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

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

[www.njpacoop.org](http://www.njpacoop.org)

**Maureen Knight**

Contracts and Compliance Manager

phone 218-895-4114

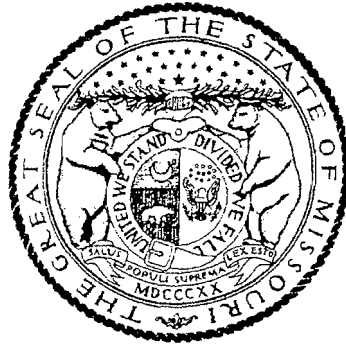
email [maureen.knight@njpacoop.org](mailto:maureen.knight@njpacoop.org)



6-9-15

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 22

Section 010

**BOONE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction)\Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker			\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter		b	\$35.75	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber		b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker			\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

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

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

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

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

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

b - All work over \$7 Mil. Total Mech. Contract - \$35.75, Fringes - \$26.68

All work under \$7 Mil. Total Mech. Contract - \$34.41, Fringes - \$21.29

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

**BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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



**BOONE COUNTY**  
**BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY**  
**BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 17th day of September 20 15

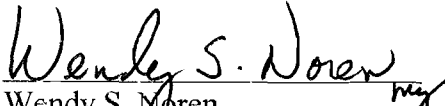
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by the Centralia Regional Economic Development Inc. from 6:00 p.m. to 8:30 p.m. for the following dates:

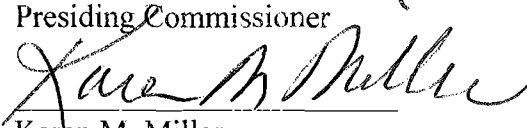
September 24, 2015  
 October 22, 2015  
 November 19, 2015  
 December 17, 2015  
 January 28, 2016  
 February 25, 2016  
 March 24, 2016  
 April 28, 2016  
 May 26, 2016  
 June 23, 2016  
 July 28, 2016  
 August 25, 2016  
 September 22, 2016


Done this 17th day of September, 2015.

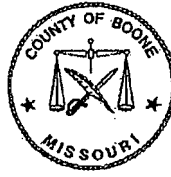
ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Centralia Regional Economic Development Inc. (CREDI)

Address: 216 W. Railroad St.

City: Centralia State: Mo ZIP Code: 65240

Phone: 573-682-4548 Website: www.centraliacredi.org

Individual Requesting Use: Lorry Myers Position in Organization: Treasurer

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: monthly board meetings

Description of Use (ex. Speaker, meeting, reception): meeting of board members

Date(s) of Use: 4th Thursday of each month

Start Time of Setup: 6:00 AM/PM 6:30 AM/PM

End Time of Event: 8:00 AM/PM End Time of Cleanup: 8:30 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Lorry Myers / Treasurer

Phone Number: 573-682-4548 Date of Application: 9-11-15

Email Address: lorrymyers1@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org).

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:  
Wendy S. Nowe  
County Clerk

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner

DATE: 9-17-15

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

                      
September Session of the July Adjourned

Term. 20 15

County of Boone

}

ea.

In the County Commission of said county, on the

17th

day of September

20 15

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

Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Harry Feirman	Board of Health	September 30, 2015 through September 30, 2018

Done this 17th day of September, 2015.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*

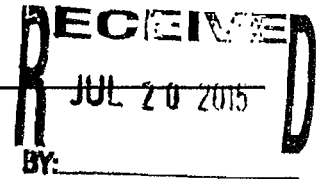
Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
 District II Commissioner



# Boone County Commission



## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BOARD OF HEALTH Term: SEPT 2015

Current Township: PERCHE Today's Date: 7/16/15

Name: HARRY FEIRMAN

Home Address: 7301 NORTH BOOTHE LANE

City: ROCHEPORT Zip Code: 65279-9711

Business Address: NA

City: NA Zip Code: NA

Home Phone: 573 874 2463 Work Phone: —

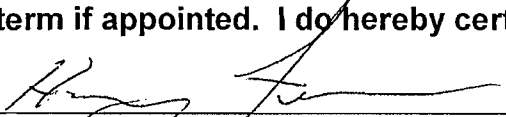
Fax: — E-mail: HARRYFEIRMAN@GMAIL.COM

Qualifications: COUNTY REPRESENTATIVE ON BOARD OF HEALTH (2 TEAMS); HEALTH PLANNER, WORLD HEALTH ORGANIZATION (APPROX. 20 YEARS); HEALTH PLANNER, HEALTH MANAGEMENT CONSULTANT FOR WORLD BANK, INTER-AMERICAN DEVELOPMENT BANK, AFRICAN DEVELOPMENT BANK, US AGENCY FOR INTERNATIONAL DEVELOPMENT, EGYPTIAN MINISTRY OF HEALTH, UNICEF, HEALTH PLANNER FEDERAL HEALTH SYSTEMS AGENCIES (5 YEAR PROJECT HOPE FELLOW, ADJUNCT PROFESSOR DEPT OF HEALTH MANAGEMENT AND INFORMATICS, SCHOOL OF MEDICINE, UNIVERSITY OF MISSOURI. PH.D IN COMMUNITY SYSTEMS PLANNING AND DEVELOPMENT.

Past Community Service: BOARD OF HEALTH; MEMBER BOONE COUNTY  
PUBLIC ADMINISTRATOR'S FUND FOR CLIENT HEALTHCARE NEEDS;  
MEMBER BOONE COUNTY PUBLIC ADMINISTRATOR'S MENTAL  
HEALTH ADVISORY BOARD; RED CROSS DISASTER ASSISTANCE TEAM  
MEMBER

References: DR. MICHAEL SZEWCZYK - CHAIR BOARD OF HEALTH  
STEPHANIE BROWNING

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311  
An Affirmative Action/Equal Opportunity Institution