

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 13

In the County Commission of said county, on the 24th day of December 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 48-25NOV13 – Mechanic Services Heavy Equipment Term and Supply to low bid per equipment type as follows:

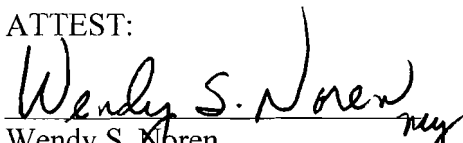
John Deere Equipment; Tri-State construction Equipment Company

Case & Kubota Equipment; Crown Power & Equipment

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

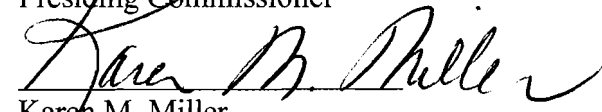
Done this 24th day of December, 2013.

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 Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: December 17, 2013
RE: 48-25NOV13 – Mechanic Services – Heavy Equipment– Term & Supply

The Bid for Mechanic Services – Heavy Equipment and Trucks - Term and Supply closed on November 25, 2013. Three bids were received and Public Works recommends awarding by low bid per equipment type as follows:

Heavy Equipment

Primary Supplier – Tri-State Construction Equipment Company – John Deere Equipment

Primary Supplier – Crown Power & Equipment – Case & Kubota Equipment

These Term & Supply contracts will be paid out of department 2040 - PW Maintenance Operations, account number 60200 – Equipment Repairs/Maintenance. A portion of \$250,000 is budgeted for 2014.

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

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

48-25NOV13 - Mechanic Services - Heavy Equipment & Trucks Term and Supply

BID TABULATION			Tri-State Construction Equipment Co.	Crown Power & Equipment
4.7.1.	Heavy Equipment Only / Truck Service Only / Both		Heavy Only	Heavy Only
4.7.2.	ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
	1	Material/Parts (Total Cost plus %) \$0-\$749	JD Parts priced at list / Non-JD parts cost + 20%	MFG List Price
	2	Material/Parts (Total Cost plus %) \$750-\$4,499	JD Parts priced at list / Non-JD parts cost + 20%	MFG List Price
	3	Material/Parts (Total Cost plus %) \$4,500 and up	JD Parts priced at list / Non-JD parts cost + 20%	MFG List Price
	4	State Your Standard Mechanic Labor Rate Per Hour	\$0.00	CNH Warranty Flat Rate
	5	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$105.00	\$85.00
	6	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$175.00	\$127.50
	7	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$210.00	\$170.00
	8	located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$3.75	\$1.50
4.9.	Observed Holidays		NYE, NYD, Mem. Day, Independence Day, Labor Day, Tgiving & day after, Christmas Eve & Day	NYD, Memorial Day, 4th July, Labor Day, Tgiving, Christmas Eve & Day
4.10.1.	Maximum Percentage Increase for 2nd Renewal Period		5%	5%
4.10.2.	Maximum Percentage Increase for 3rd Renewal Period		5%	5%
4.10.3.	Maximum Percentage Increase for 4th Renewal Period		5%	5%
4.12.	Coop Purchasing (Y or N)?		Y	Y
Notes:				

No Bids

Ozark Machinery Co.
Winter Equipment Co.

575-2013

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS TERM AND SUPPLY
PRIMARY SUPPLIER FOR HEAVY EQUIPMENT – John Deere**

THIS AGREEMENT dated the 24th day of December 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Tri-State Construction Equipment Company**, herein “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 **Mechanic Services – Heavy Equipment Term and Supply**, County of Boone Request for Bid, bid number **48-25NOV13**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B, & C, Work Authorization Certification, as well as the Contractor’s bid response dated November 13, 2013 and executed by Brian Rowe on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B & C and the Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2014 and extend through December 31, 2014**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Heavy Equipment as identified and responded to in the Contractor’s Response Form. Items and service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by the County. Tri-State Construction Equipment Company shall act as the primary supplier and shall furnish mechanic services for John Deere heavy equipment for the County. The Contractor agrees to respond within two hours by phone after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

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

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:

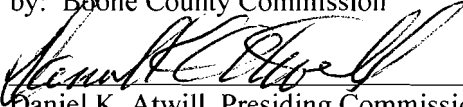
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

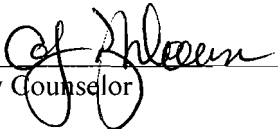
**TRI-STATE CONSTRUCTION
EQUIPMENT COMPANY**

by B. Rowe
 title Store Manager
 address 106 Industrial Dr
Ashland, Mo. 65010

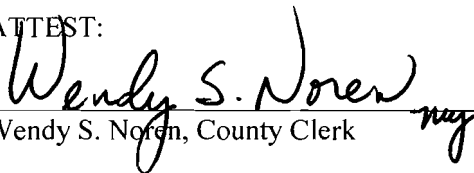
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

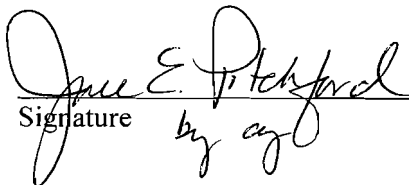

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


 Signature by ajp

12/18/13 Date
 Public Works Term/Supply 2040-60200
 No Encumbrance Required
 Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2013

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

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

PRODUCER Kuhl & Company Insurance 632 West Jefferson Morton IL 61550-0066	CONTACT NAME: Laura Andrews PHONE (A/C, No. Ext.): 309-266-7300		FAX (A/C, No.): 309-266-5453
	E-MAIL ADDRESS: andrews@kuhlco.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Brickstreet Insurance Company		12372
	INSURER B : ARGONAUT INS CO		19801
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED	MARTI-3
Martin Equipment of Illinois Inc 400 W. Martin Drive Goodfield IL 61742-0070	

COVERAGES **CERTIFICATE NUMBER:** 2075676159 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCB1002311 WC927638345284	2/1/2013 2/1/2013	2/1/2014 2/1/2014	X	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Boone is named as additional insured as it pertains to written contract.
 RE: 48-25NOV13 - Mechanic Services - Heavy Equipment Term & Supply - John Deere

CERTIFICATE HOLDER	CANCELLATION
County of Boone 613 E Ash St, Room 109 Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



SENTRY SELECT INSURANCE COMPANY
 STEVENS POINT, WISCONSIN
 (A PARTICIPATING STOCK COMPANY)
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 24-94336

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder	Name and Address of the Insured
BOONE COUNTY ANNEX PURCHASING DEPARTMENT 613 EAST ASH STREET ROOM 109 COLUMBIA, MO 65201	MARTIN EQUIPMENT OF ILLINOIS INC 400 W MARTIN DR GOODFIELD, IL 61742

This certificate is issued on 02-01-2013 and is effective until 02-01-2014. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

Coverage Provided	Policy Number	Coverage Limits
General Liability	24-94336-01	General Aggregate \$ 1,500,000
Bodily Injury and Property Damage Combined	OCCURRENCE	Products Aggregate \$ 1,500,000
		Pers/Adv Injury \$ 500,000
		Each Occurrence \$ 500,000
		Premises Damage \$ 100,000
		Medical Expense \$ 5,000
Automobile Liability	24-94336-01	Each Accident \$ 500,000
Includes: Bodily Injury and Property -Any Auto		
Excess/Umbrella	24-94336-01	Each Occurrence \$ 15,000,000
Does Not Include:		General Aggregate \$ 45,000,000
-Excess Employers Liab		Products Aggregate \$ 45,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (SFA)

MAR 24-94336 01-018512
 12-10-2013
 PAGE 1
 (0229)

LDI C01 269628-1 02 11

SENTRY SELECT INSURANCE COMPANY THE SENTRY PLAN
STEVENS POINT, WISCONSIN POLICY
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 24-94336-01

NAME INSURED: MARTIN EQUIPMENT OF ILLINOIS
INC

ADDITIONAL INSURED
SCHEDULE

The following information is required to complete the accompanying
additional insured endorsement which forms a part of the Named Insured's
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

<u>ADDITIONAL INSURED</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
BOONE COUNTY ANNEX PURCHASING DEPARTMENT 613 EAST ASH STREET ROOM 109 COLUMBIA, MO 65201 (CERTIFICATE NUMBER 0229)	CG 20 10 07 04	FROM FEBRUARY 01, 2013 TO FEBRUARY 01, 2014

LOCATION(S) OF COVERED OPERATIONS

ALL LOCATIONS

FOR ENDORSEMENT TEXT,
SEE OVER.

CG 89 01 11 85 (MECH)

MAR 24-94336-01 40 131
12-10-2013
(000 0229)

4. Response Form

- 4.1. Company Name: Tri-State Construction Equipment Co.
- 4.2. Address: 106 Industrial Drive
- 4.3. City/Zip: Ashland, Mo. 65010
- 4.4. Phone Number: (573) 657-2154
- 4.5. Fax Number: (573) 657-1012
- 4.6. Federal Tax ID: 37 1090568

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

4.7. **Mechanic Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1. **Our bid is for the following:**

- Heavy Equipment Service Only
- Truck Repair Service Only
- Both Heavy Equipment and Truck Repair Service

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	0 %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	0 %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	0 %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).	\$ _____ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ 105.00/hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ 175.00/hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ 210.00/hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ 3.75 /mile

Note 1
Note 1
Note 1

Note 1 - Parts are priced at John Deere list with the exception of non Deere parts which are prices at cost plus 20%

4.8.	Emergency Twenty-Four Hour Service Contact:
	Name: <u>Brian Rowe</u>
4.8.1.	Telephone Number: <u>(573) 819-2219 or (573) 581-1138 H</u>
4.9.	Holidays: Contractor shall list the holidays observed by their company: <u>New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after, Christmas Eve & Day</u>

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. 5 % 2nd Year

4.10.2. 5 % 3rd Year

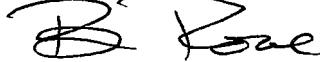
4.10.3. 5 % 4th Year

4.11. 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.

4.11.1. Today's Date: 13 Nov. 2013

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

4.12.1. Authorized Representative (Sign By Hand):



4.12.2. Type or Print Signed Name:

Brian Rowe

EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. Prior Services Performed for:

Company Name: State of Missouri
Address:

Contact Name: Heavy Equipment Maintenance
Telephone Number:

Date of Contract: 2009 - Current
Length of Contract:

Description of Prior Services (include dates):
Repair & Maintenance of heavy fleet equipment
2009 - Current

2. Prior Services Performed for:

Company Name: Boone County
Address:

Contact Name:
Telephone Number:

Date of Contract: 2009 - Current
Length of Contract:

Description of Prior Services (include dates):
Repair & Maintenance of fleet equipment
2009 - Current

3. Prior Services Performed for:

Company Name: Capital Sand
Address: Jefferson City, MO

Contact Name: Steve Bohlken
Telephone Number: (573) 634-3020

Date of Contract: April 2001 - Current
Length of Contract: Yearly

Description of Prior Services (include dates):
Repair & Maintenance of large loader fleet
2004 - current

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:
Tri- State Construction Equipment Co.
106 Industrail Drive
Ashland, MO 65101
(573) 657-2154

- II. Number of years Bidder has been engaged in heavy equipment/truck maintenance business:
35 years from this location

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

EXHIBIT C

BOONE COUNTY HEAVY EQUIPMENT AND TRUCK INVENTORY

(The following section is for informational purpose only. No dollar figures are required in this section.)

Articulated Motor Grader

Track Loader

Track Dozer

Rubber Tired Loader

Hydraulic Excavator

Rubber Tired Backhoe

Skid Steer Loader

Compaction Equipment

Asphalt Paver

Single Axle Dump Truck

Tandem Axle dump Truck

Road Tractor and Lowboy Trailer

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

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

County of Woodford

State of Illinois)ss
)

My name is DeLene Bane. I am an authorized agent of Martin Equipment
DB & Tri-State
(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.**

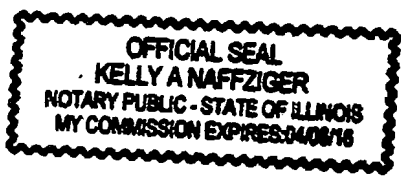
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] 11/14/13
Affiant Date
DeLene M. Bane
Printed Name

Subscribed and sworn to before me this 14 day of November, 2013.

[Signature]
Notary Public

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





Company ID Number: 202756

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Tri-State Equipment Company - Ashland** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 200678

**E-VERIFY
CORPORATE COMPANY**

**If you have any questions, contact E-Verify at
888-464-4218.**

**INFORMATION REQUIRED
FOR E-VERIFY**

Information relating to your Company:

Company Name: Tri-State Equipment Company

Company Facility Address: 106 Industrial Drive
Ashland, MO 65010

County or Parish: BOONE

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

Name: **DeLene M Bane**

Telephone Number: **(800) 865 - 2716 ext. 125** Fax Number:

E-mail Address: **delene@meoi.com**



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 202756

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

Employer **Tri-State Equipment Company - Ashland**

DeLene Bane

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/01/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/01/2009

Date

(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.

Brian Rowe

Store Manager

Name and Title of Authorized Representative



11/15/13

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

"No Bid" Response Form

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

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by 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: 48-25NOV13 - Mechanic Services-Heavy Equipment & Trucks Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **48-25NOV13**
Commodity Title: **Mechanic Services-Heavy Equipment & Trucks Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, November 25, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Monday, November 25, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Contractor Qualification Statement**
- Exhibit C **Boone County Heavy Equipment & Truck Inventory
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form**

1. Introduction and General Conditions of Bidding

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

1.2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

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

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

1.3.2. **Bid 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 **January 1, 2014 through December 31, 2014** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Mechanic Repair Services** to various heavy equipment and trucks for the Boone County Public Works Department.
 - 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201 and service calls provided to heavy equipment at various locations within Boone County – Missouri.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. **Background Information:** The maintenance and repair of heavy equipment and trucks is currently performed at a central maintenance garage facility within the Boone County Public Works Department. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works Department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an hourly charge for service provided at the maintenance garage facility and a mileage charge that will be paid in addition to the hourly mechanic charge for service calls provided to various equipment located within the County. The list of potential heavy equipment under this contract is attached as *Exhibit C*. Other equipment may be added throughout the year.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair’s cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.3.1. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work’s Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm’s bid.
- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor’s responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided mechanic repair service of heavy equipment within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7. **Invoices:** The County’s purchase order number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:

- 1. Name of the County location where equipment repair was performed.
- 2. Description of equipment and work performed.
- 3. Date(s) work performed.
- 4. Itemized list of material, if any.
- 5. Itemized cost of material, if any.
- 6. Labor cost per hour.

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

- 2.7.7.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is

Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201.

- 2.7.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.
- 2.8.2. All County calls for service must be returned within two (2) hours of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. For **non-emergency call-out**, the Contractor should be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. For **emergency call-out**, the contractor shall verbally respond to requests for emergency services within two hours and be on site to perform repairs within four hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, seven day a week basis if deemed necessary by the Boone County Authorized Representative.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Road Calls:** The Contractor shall provide emergency road service calls for the County's heavy equipment and dump truck fleet. The Contractor shall have persons on call to expeditiously handle equipment and truck breakdowns.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Boone County Authorized Representative shall be consulted.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County

including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

- 2.8.10. **Materials/Parts:** All materials/parts provided by Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 2.8.11. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
 - 2.8.11.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.12. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.8.13. Repair work shall be performed at the Boone County site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Public Works Authorized Representative will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.14. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.9.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.9.2. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this

contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.4. **COMMERCIAL 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; and both on and off the site of work
- 2.9.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.12.2. **County Authorized Representative** – Boone County Public Works Department, Greg Edington, Asst. Manager Road Operations, 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.12.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to

supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

3. Response Presentation and Review

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

Search Results

Current Search Terms: Tri-State construction* equipment* company*

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.

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401

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



575-2013

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS TERM AND SUPPLY
PRIMARY SUPPLIER FOR HEAVY EQUIPMENT – Case & Kubota**

THIS AGREEMENT dated the 24th day of December 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Crown Power & Equipment**, herein “Contractor.”

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Mechanic Services – Heavy Equipment Term and Supply**, County of Boone Request for Bid, bid number **48-25NOV13**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B, & C, Work Authorization Certification, as well as the Contractor’s bid response dated November 22, 2013 and executed by Keith Reuter on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B & C and the Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2014 and extend through December 31, 2014**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Heavy Equipment as identified and responded to in the Contractor’s Response Form. Items and service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by the County. Crown Power & Equipment shall act as the primary supplier and shall furnish mechanic services for Case and Kubota heavy equipment for the County. The Contractor agrees to respond within two hours by phone after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

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

575-2013

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.

CROWN POWER & EQUIPMENT

by Keith H. Reuts
 title Service Manager
 address 1881 E Prathersville Rd.
Columbia MO 65202

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification 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 agd

12/18/13 Date
 Public Works Term/Supply 2040-60200
 No Encumbrance Required
 Appropriation Account



SENTRY SELECT INSURANCE COMPANY
 STEVENS POINT, WISCONSIN
 (A PARTICIPATING STOCK COMPANY)
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 25-50601

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder

Name and Address of the Insured

COUNTY OF BOONE
 613 E ASH ST
 ROOM 109
 COLUMBIA, MO 65201

CROWN POWER AND EQUIPMENT
 CO LLC
 1881 PRATHERSVILLE RD
 COLUMBIA, MO 65202

This certificate is issued on 05-01-2013 and is effective until 05-01-2014. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

Coverage Provided	Policy Number	Coverage Limits
General Liability	25-50601-01	General Aggregate \$ 1,500,000
Bodily Injury and Property Damage Combined	OCCURRENCE	Products Aggregate \$ 1,500,000
		Pers/Adv Injury \$ 500,000
		Each Occurrence \$ 500,000
		Premises Damage \$ 100,000
		Medical Expense \$ 5,000
Automobile Liability	25-50601-01	Each Accident \$ 500,000
Includes: Bodily Injury and Property -Any Auto		
Excess/Umbrella	25-50601-01	Each Occurrence \$ 10,000,000
		General Aggregate \$ 30,000,000
		Products Aggregate \$ 30,000,000
Workers' Compensation and Employer's	25-50601-08	Statutory
		Each Accident \$ 500,000
		Each Disease/Employee \$ 500,000
		Each Disease/Policy \$ 500,000

80-C1035 (SFA)

CRO 25-50601 01-113124
 12-10-2013
 PAGE 1
 (0027)

LDI C01 269628-1 02 11



CERTIFICATE OF INSURANCE - (CONT)

ACCOUNT NUMBER 25-50601

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

A handwritten signature in black ink, appearing to read "Paul C. Hartman".

80-C1035 (SFA)

CRO 25-50601 01-113124
12-10-2013
PAGE 2
(0027)

LDI C01 269628-1 02 11

CNS

SENTRY SELECT INSURANCE COMPANY THE SENTRY PLAN
STEVENS POINT, WISCONSIN POLICY
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 25-50601-01

NAME INSURED: CROWN POWER AND EQUIPMENT
CO LLC

ADDITIONAL INSURED
SCHEDULE

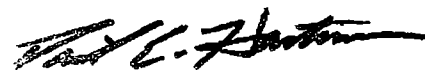
The following information is required to complete the accompanying
additional insured endorsement which forms a part of the Named Insured's
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

<u>ADDITIONAL INSURED</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
COUNTY OF BOONE 613 E ASH ST ROOM 109 COLUMBIA, MO 65201 (CERTIFICATE NUMBER 0027)	CG 20 10 04 13	FROM MAY 01, 2013 TO MAY 01, 2014

LOCATION(S) OF COVERED OPERATIONS

1881 E PRATHERSVILLE RD
COLUMBIA, MO 65202

FOR ENDORSEMENT TEXT,
SEE OVER.



CG 89 01 11 85 (MECH)

CRO 25-50601-01 40 131
12-10-2013
(000 0027)

4. Response Form

- 4.1. Company Name: Crown Power & Equipment
- 4.2. Address: 1881 Pratherville Rd
- 4.3. City/Zip: Columbia, Mo 65202
- 4.4. Phone Number: 573-443-4541
- 4.5. Fax Number: 573-442-9754
- 4.6. Federal Tax ID: 43-1613306

- 4.6.1. () Corporation
- (X) Partnership - Name Crown Power & Equipment Co.
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. **Mechanic Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1. **Our bid is for the following:**

- Heavy Equipment Service Only
- Truck Repair Service Only
- Both Heavy Equipment and Truck Repair Service

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	MFG List Price %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	MFG List Price %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	MFG List Price %
		State Your Standard Mechanic Labor Rate Per Hour	
		Name of Flat Rate Manual Used for Costing Services:	
	4.	<u>CNH Warranty Flat Rate</u> (Manual shall be provided by Contractor at time of award).	\$ _____ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ <u>85⁰⁰</u> /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ <u>127⁵⁰</u> /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ <u>170⁰⁰</u> /hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ <u>1.50⁰⁰</u> /mile

4.8.	Emergency Twenty-Four Hour Service Contact:
	Name: <u>Keith Reuter</u>
4.8.1.	Telephone Number: <u>573-819-9641</u>
4.9.	Holidays: Contractor shall list the holidays observed by their company: <u>1/1 New Year Day / Memorial Day / 4th July / Labor Day / Thank Giving Day of Christmas + Etc</u>

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. 5 % 2nd Year

4.10.2. 5% Per % 3rd Year

4.10.3. 5% Per % 4th Year

4.11. 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.

4.11.1. Today's Date: 11/22/13

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

4.12.1. Authorized Representative (Sign By Hand):

Keith H Reuter

4.12.2. Type or Print Signed Name:

Keith Reuter

EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. **Prior Services Performed for:** Not Under Contract

Company Name: Ameren UE
Address: Columbia, Mo + Center Mo

Contact Name: Melvin Ruhr
Telephone Number: 636 - 925-3207

Date of Contract: . for 10 year or more
Length of Contract: on going

Description of Prior Services (include dates):

General Service & Repairs

2. **Prior Services Performed for:**

Company Name: Metro Rental Equipment
Address: Columbia, Mo

Contact Name: Steven Nation
Telephone Number: 573-673-9805

Date of Contract: 15 Plus years
Length of Contract: on going

Description of Prior Services (include dates):

General Service & Repairs

3. **Prior Services Performed for:**

Company Name: Consolidated Water # 1
Address: Columbia, Mo

Contact Name:
Telephone Number: 573 4490324

Date of Contract: 15 Plus years
Length of Contract: on going

Description of Prior Services (include dates):

General Service & Repairs

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:

Crown Power & Equipment
1881 Pratherville Rd
Columbia, Mo 65203
573-443-4541

- II. Number of years Bidder has been engaged in heavy equipment/truck maintenance business:

38 year Plus

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

EXHIBIT C

BOONE COUNTY HEAVY EQUIPMENT AND TRUCK INVENTORY

(The following section is for informational purpose only. No dollar figures are required in this section.)

Articulated Motor Grader

Track Loader

Track Dozer

- Rubber Tired Loader

- Hydraulic Excavator

- Rubber Tired Backhoe

- Skid Steer Loader

Compaction Equipment

Asphalt Paver

Single Axle Dump Truck

Tandem Axle dump Truck

Road Tractor and Lowboy Trailer

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

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

County of Boone)

)ss

State of Missouri)

My name is Keith Reuter . I am an authorized agent of Crown Power & Equip ,
(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.

Keith H Reuter 11-22-13
Affiant Date

Keith H Reuter
Printed Name

Subscribed and sworn to before me this 22 day of November, 2013.

Denise J Larkin
Notary Public

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

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Crown Power & Equipment Co LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 316736

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

Employer **Crown Power & Equipment Co LLC**

Larkin S Denise

Name (Please Type or Print)

Controller

Title

Electronically Signed

Signature

04/05/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/05/2010

Date



Company ID Number: 316736

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Crown Power & Equipment Co LLC

Company Facility Address: 1881 Prathersville Rd

Columbia, MO 65202

Company Alternate
Address:

County or Parish: BOONE

Employer Identification

Number: 431613306

North American Industry
Classification Systems

Code: 453

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 5

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

- MISSOURI 5 site(s)

(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.

Keith Router Service Manager
Name and Title of Authorized Representative

Keith H Router 11-22-13
Signature Date

Here at Crown Power we will do what is necessary to service all units that we have sold or will sell in the future. We are only interested in servicing the products that we sell to the County. This would include Case, Case IH and Kubota.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **48-25NOV13**
Commodity Title: **Mechanic Services-Heavy Equipment & Trucks Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, November 25, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Monday, November 25, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Exhibit A **Prior Experience**
Exhibit B **Contractor Qualification Statement**
Exhibit C **Boone County Heavy Equipment & Truck Inventory
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid 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 **January 1, 2014 through December 31, 2014** and **may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Mechanic Repair Services** to various heavy equipment and trucks for the Boone County Public Works Department.
- 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** – Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201 and service calls provided to heavy equipment at various locations within Boone County – Missouri.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The maintenance and repair of heavy equipment and trucks is currently performed at a central maintenance garage facility within the Boone County Public Works Department. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works Department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an hourly charge for service provided at the maintenance garage facility and a mileage charge that will be paid in addition to the hourly mechanic charge for service calls provided to various equipment located within the County. The list of potential heavy equipment under this contract is attached as *Exhibit C*. Other equipment may be added throughout the year.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.3.1. The County reserves the right to bid any job with an estimated cost of \$6,000 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work's Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.
- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided mechanic repair service of heavy equipment within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit A – Prior Experience* may be used to list references.
- 2.7.6.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where equipment repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

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

- 2.7.7.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is

Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201.

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

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

2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.

2.8.2. All County calls for service must be returned within two (2) hours of initial telephone call.

2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. For **non-emergency call-out**, the Contractor should be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. For **emergency call-out**, the contractor shall verbally respond to requests for emergency services within two hours and be on site to perform repairs within four hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, seven day a week basis if deemed necessary by the Boone County Authorized Representative.

2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.

2.8.5. **Road Calls:** The Contractor shall provide emergency road service calls for the County's heavy equipment and dump truck fleet. The Contractor shall have persons on call to expeditiously handle equipment and truck breakdowns.

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

2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Boone County Authorized Representative shall be consulted.

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

2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County

including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

- 2.8.10. **Materials/Parts:** All materials/parts provided by Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 2.8.11. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.8.11.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.12. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.8.13. Repair work shall be performed at the Boone County site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Public Works Authorized Representative will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.14. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this

contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.4. **COMMERCIAL 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; and both on and off the site of work
- 2.9.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.12.2. **County Authorized Representative** – Boone County Public Works Department, Greg Edington, Asst. Manager Road Operations, 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.12.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to

supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

3. Response Presentation and Review

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

CROWN POWER & EQUIPMENT CO., LLC
DUNS: 792822086 UAGE Code: 1FKU4
Status: Active

1881 E PRATHERSVILLE RD
COLUMBIA, MO, 65207-9259
INFORMATION

Entity Overview

Entity Information

Name: CROWN POWER & EQUIPMENT CO., LLC
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 12/11/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401

WWW2

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 13

In the County Commission of said county, on the 24th day of December 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Sheriff's Department for the State Cyber Crimes Grant for the months June – December, 2013.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	10100	Internet Crimes Task Force	Salaries & Wages		55,571
1253	10200	Internet Crimes Task Force	FICA		4,252
1253	10300	Internet Crimes Task Force	Health Insurance		5,542
1253	10325	Internet Crimes Task Force	Disability Insurance		162
1253	10350	Internet Crimes Task Force	Life Insurance		55
1253	10375	Internet Crimes Task Force	Dental Insurance		553
1253	10400	Internet Crimes Task Force	Workers Comp		1,934
1253	10500	Internet Crimes Task Force	401A Match		455
1253	37210	Internet Crimes Task Force	Training Schools		8,100
1253	37220	Internet Crimes Task Force	Travel		1,900
1253	37230	Internet Crimes Task Force	Meals & Lodging		2,906
1253	48002	Internet Crimes Task Force	Data Services		330
1253	70050	Internet Crimes Task Force	Software Svcs Contract		7,730
1253	71100	Internet Crimes Task Force	Outside Services		745
1253	91301	Internet Crimes Task Force	Computer Hardware		951
1253	3451	Internet Crimes Task Force	State Grant Reimburse		91,186
					182,372

Done this 24th of December, 2013.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/1/13

EFFECTIVE DATE

FOR AUDITORS USE

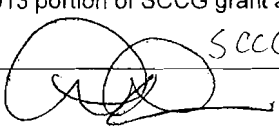
(Use whole \$ amounts)

Transfer From Decrease Transfer To Increase

Dept	Account	Fund/Dept Name	Account Name	Decrease	Increase
1253	10100	Internet Crimes Task Force	Salaries & wages		55,571 ✓
1253	10200	Internet Crimes Task Force	FICA		4,252 ✓
1253	10300	Internet Crimes Task Force	Health Insurance		5,542 ✓
1253	10325	Internet Crimes Task Force	Disability Insurance		162 ✓
1253	10350	Internet Crimes Task Force	Life Insurance		55 ✓
1253	10375	Internet Crimes Task Force	Dental Insurance		553 ✓
1253	10400	Internet Crimes Task Force	Workers Comp		1,934 ✓
1253	10500	Internet Crimes Task Force	401A Match		455 ✓
1253	37210	Internet Crimes Task Force	Training Schools		8,100 ✓
1253	37220	Internet Crimes Task Force	Travel		1,900 ✓
1253	37230	Internet Crimes Task Force	Meals&Logding		2,906 ✓
1253	48002	Internet Crimes Task Force	Data Services		330 ✓
1253	70050	Internet Crimes Task Force	Software Service Contract		7,730 ✓
1253	71100	Internet Crimes Task Force	Outside Services		745 ✓
1253	91301	Internet Crimes Task Force	Computer Hardware		951 ✓
1253	3451	Internet Crimes Task Force	State Grant reimb		91,186 ✓

182,372

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

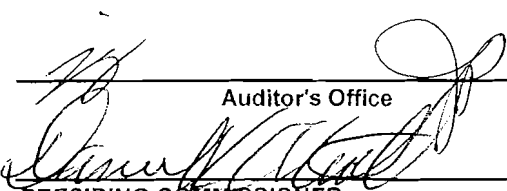
2013 portion of SCCG grant approved November 2013. June → Dec. 2013 7 mos.
 SCCG = State Cyber Crimes Grant


Requesting Official

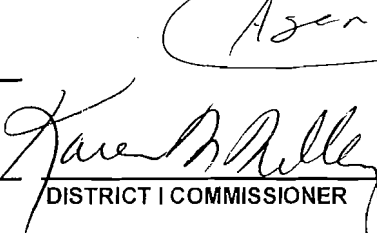
TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: Budget Neutral

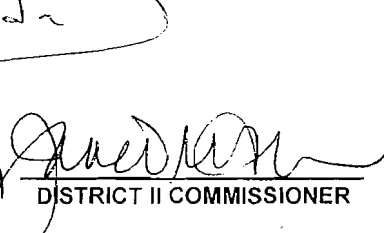
Agenda



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing



Application



24906 - 2014 SCCG - Final

25037 - Boone County Sheriff's Department Cyber Crimes Task Force
State Cyber Crime Grant (SCCG)

Status: Submitted Submitted Date: 07/26/2013 10:17 AM

Applicant Information

Primary Contact:

Name:* Mr. Andy Anderson
Title First Name Last Name

Job Title:* Detective

Email:* AAnderson@Boonecountymo.org

Mailing Address:* 2121 County Drive

Street Address 1:

Street Address 2:

* Columbia Missouri 65202
City State/Province Postal Code/Zip

Phone:* 573-442-4313 Ext.

Fax:* 573-442-4966

Organization Information

Applicant Agency:* Boone County, Cyber Task Force

Organization Type:* Government

Federal Tax ID#:* 436000349

DUNS #:* 182739177

CCR Code: 4KKC8 01/17/2014
Valid Until Date

Organization Website: www.showmeboone.com

Mailing Address:* 801 E. Walnut Street

City/State/Zip: Columbia Missouri 65202
City State Zip
Email: AAnderson@boonecountymmo.org
Phone: 573-442-4313 Ext.
Fax: 573-442-4966

Project Summary

Application Type:* Continuation
Current Contract Number(s): 2013-SCCG-001
Program Category:* Law Enforcement
Project Type:* Regional
Geographic Area:* Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other Counties include Audrain, Callaway, Cole County, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively. Located in Central Missouri.
Brief Summary:* The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and Internet within the Mid-Missouri area. The major focus of this task force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics to minors, terrorist threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, or other electronic media. This task force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. To improve public safety, investigators assigned to this task force participate in a public awareness and education program to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet. These programs also serve to educate the public on methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public, private schools, parent organizations, civic groups, religious organizations, local media, and other group meetings.
Program Income Generated:* Yes

Street Address 1:

Street Address 2:

City* Columbia Missouri 65201 7732
City State/Province Postal Code/Zip + 4

County:* Boone

Congressional District:* 04

Phone:* 573-886-4305 Ext.

Fax:* 573-886-4311

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, State Department Director).

Name:* Mr. Daniel Atwill
Title First Name Last Name

Job Title:* Presiding Commissioner

Agency:* Boone County Commission

Mailing Address:* 801 East Walnut Street
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65201
City State Zip

Email:* DAtwill@boonecountymo.org

Phone:* 573-886-4305 Ext.

Fax:* 573-886-4311

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. If the project agency is a law enforcement agency, the Project Director must be the Chief or Sheriff of the law enforcement agency.

Name:* Sheriff Dwayne Carey
Title First Name Last Name

Job Title:* Sheriff

Agency:* Boone County Sheriff's Department

Mailing Address:* 2121 County Drive
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:*

Columbia	Missouri	65202
<small>City</small>	<small>State</small>	<small>Zip</small>

Email:* DCarey@boonecountymo.org

Phone:* 573-875-1111

Ext.

Fax:* 573-876-6113

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance).

Name:*	Ms.	Nicole	Galloway
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>

Job Title:* County Treasurer

Agency:* Boone County Treasurer's Office

Mailing Address:* 801 East Walnut Street
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:*

Columbia	Missouri	65201
<small>City</small>	<small>State</small>	<small>Zip</small>

Email:* NGalloway@boonecountymo.org

Phone:* 573-886-4367

Ext.

Fax* 573-886-4369

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations.

Name:	Mr.	Andy	Anderson
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>

Job Title: Task Force Coordinator

Agency: Boone County Sheriff's Department

Mailing Address: 2121 County Drive
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
Mark Sullivan	Detective/Forensic Examiner	Retained	FT	\$1,819.20	26.0	100.0	\$47,299.20
Tracy Perkins	Detective	Retained	FT	\$1,844.80	26.0	100.0	\$47,964.80
							\$95,264.00

$\div 12 = 7938.67$
 $\times 7 = 55570.67$
 $\times 5 = 39693.35$

Personnel Justification

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide justification for each position. If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses as it relates to the proposed project.

If a salary increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Mark Sullivan is a certified law enforcement officer with 18 years of law enforcement experience. Sullivan has approximately 860 hours of specialized training into the investigation of Internet and technology related offenses with a specialty in forensic examination of computers and cellular telephones. As of this time Sullivan is our only cellular telephone examiner. Although Sullivan's primary responsibility is the forensic examination of electronic evidence, he occasionally investigates Internet crime complainants, conducts surveillance details, testifies in state and federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training. This grant will retain this position.

Tracy Perkins is a certified law enforcement officer with 20 years of law enforcement experience. Perkins has been assigned to the Task Force since 2007 and has 525 hours of specialized training in investigating Internet and technology related offenses. This detective's primary area of responsibility is to conduct reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, and attend training. This detective is also the primary investigator for investigations into the distribution of child pornography through file sharing programs. This grant will retain this position.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
Dental Insurance	Dental Insurance	\$36.46	26.0	100.0	\$947.96
					\$947.96
FICA/Medicare	FICA/Medicare	\$95,264.00	0.0765	100.0	\$7,287.70
					\$7,287.70
Life Insurance	Life Insurance	\$3.62	26.0	100.0	\$94.12
					\$94.12
Long-Term Disability	Disability Insurance	\$95,264.00	0.0029	100.0	\$276.27
					\$276.27
Medical Insurance	Health Insurance	\$365.38	26.0	100.0	\$9,499.88
					\$9,499.88
Pension/Retirement	Pension	\$30.00	26.0	100.0	\$780.00
					\$780.00
Workers Comp	Workers Compensation	\$95,264.00	0.0348	100.0	\$3,315.19
					\$3,315.19
					\$22,201.12

552.97 -
 4251.16 -
 54.90 ✓
 141.16
 5541.60
 455
 1,933.86

÷ 12 1850.09
 x 7 12950.63
 x 5 9250.45

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

All benefits paid to Task Force members are determined by calculations provided by each investigator's sending agency. Tracy Perkins and Mark Sullivan's benefits are those paid to all officers with the Boone County Sheriff's Department.

Dental Insurance is insurance to pay basic dental care for each employee. The current cost is a bi-weekly premium of \$18.23 per employee.

FICA/Medicare is payments to the U.S. government for Medicare insurance at a rate of 7.65% of salary.

Life Insurance is insurance paid to each Boone County employee. The current cost is a bi-weekly premium of \$1.81 per employee.

Long-Term Disability is insurance to pay for long term disability insurance in case an employee is disabled for an extended period. The current rate is 2.9% of salary.

Medical Insurance is insurance paid for the employee for health insurance. The current cost is a bi-weekly premium of \$182.69 per employee.

Pension/Retirement is the county's portion of payments made to the employees 401A. The current cost is a bi-weekly premium of \$15.00 per employee.

Workers Compensation is money paid to the U.S. government for insurance in case the employee is injured on the job. The current rate is 3.48% of salary.

NOT
Granted

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	Total Cost
Andy Anderson	Detective/Forensic Examiner	\$37.08	156.0	\$5,784.48
Mark Sullivan	Detective/Forensic Examiner	\$34.11	156.0	\$5,321.16
Tracy Perkins	Detective	\$34.59	156.0	\$5,396.04
			1375.14	\$16,501.68

$\div 12$
 $\times 7$ 9625.98
 $\times 5$ 6875.70

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide justification for the expense. Describe why overtime funding is necessary and how it will aid in the success of the project.

If an overtime pay rate increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Overtime is being sought for the two investigators being retained by this grant, and for one investigator/forensic examiner who is assigned fulltime to the Task Force by the Boone County Sheriff's Department. Overtime will be used as needed and may vary in specific hours.

In the 2012/13 grant period the Task Force saw an increase in new investigations with a majority being reactive cases. Reactive cases can be time consuming and labor intensive. When dealing with real victims the amount of evidence is significantly more, such as, court orders, interviews, computer/cell phone evidence, social networking recovery and multiple interviews. To add to the reactive cases the Task Force endured two labor intensive reactive investigations involving the rescue of two children from a family member involving the production and distribution of child pornography. Also, the Task Force handled a human sex trafficking case involving a minor and adults. Each case involved many hours preparing numerous search warrants, follow up interviews and preparing reports.

In order to maintain each Task Force members current caseload and to increase more investigations, the Task Force members must work more than 40 hours per week. Overtime is needed to pay for these endeavors, and without overtime funding, the accomplishments would be drastically reduced.

Andy Anderson is a certified law enforcement officer with over 28 years of law enforcement experience. Anderson has been conducting Internet related investigations since 1999 and was assigned to the Task Force in 2007. Anderson has over 770 hours of specialized training in the investigation of Internet and technology related offenses including the forensic examination of electronic media. This detective is the coordinator

of the Task Force and therefore is responsible for the day-to-day operations of the Task Force. Additionally, this investigator conducts reactive and covert Internet crime investigations, conducts surveillance details, testified in State and Federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training.

Not granted

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$16,501.68	0.0765	100.0	\$1,262.38
					\$1,262.38
Workers Comp	Workers Compensation	\$16,501.68	0.0348	100.0	\$574.26
					\$574.26
					\$1,836.64

1/2 153.05
x 7 1071.35
x 5 765.25

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

All overtime benefits paid to Task Force members are determined by calculations provided by each investigator's spending agency. Benefits are paid to all employees with the Boone County Sheriff's Department.

FICA/Medicare is payments to U.S. government for Medicare insurance at a rate of 7.65% of salary.

Workers Compensation is money paid to the U.S. government for insurance in case the employee is injured on the job. The current rate is 3.48% of salary.

Travel/Training

Category	Item	Unit Cost	Duration	Number	Total Cost
X Airport Parking 37220	Black Bag Forensic Advanced Techniques - Airport Parking 2013	\$10.00	5.0	1.0	\$50.00
- Lodging 37230	Black Bag Forensic Advanced Techniques - Lodging 2013	\$121.00	5.0	1.0	\$121.00
- Meals 37230	Black Bag Forensic Advanced Techniques - Meals 2013	\$60.00	6.0	1.0	\$60.00
O Registration Fee 37200	Black Bag Forensic Advanced Techniques - Registration 2013	\$2,700.00	1.0	1.0	\$2,700.00
X Airfare/Baggage 37220	Black Bag Forensic Advanced Techniques - Airfare/Baggage 2013	\$500.00	1.0	1.0	\$500.00
X Airfare/Baggage 37220	Black Bag Forensic In-Depth Analysis - Airfare/Baggage 2013	\$550.00	1.0	1.0	\$550.00
X Airport Parking 37220	Black Bag Forensic In-Depth Analysis - Airport Parking 2013	\$10.00	5.0	1.0	\$50.00
- Meals 37230 2013	Black Bag Forensic In-Depth Analysis - Meals 2013	\$55.00	6.0	1.0	\$55.00
O Registration Fee 37200	Black Bag Forensic In-Depth Analysis - Registration 2013	\$2,700.00	1.0	1.0	\$2,700.00
- Lodging 37230	Black Bag Forensic In-Depth Analysis - Lodging 2013	\$122.04	5.0	1.0	\$122.04
X Misc. Shuttles/Taxis/Tolls/Parking 37220	Black Bag Primary Analysis - Misc. Shuttles/Taxis/Tolls/Parking 2013	\$50.00	2.0	1.0	\$100.00
O Registration Fee 37200	Black Bag Primary Analysis - Registration 2013	\$2,700.00	1.0	1.0	\$2,700.00
X Airfare/Baggage 37220	Black Bag Primary Analysis - Airfare/Baggage 2013	\$610.00	1.0	1.0	\$610.00
X Airport Parking 37220	Black Bag Primary Analysis - Airport Parking 2013	\$8.00	5.0	1.0	\$40.00
- Lodging 37230	Black Bag Primary Analysis - Lodging 2013	\$152.00	5.0	1.0	\$152.00
- Meals 37230	Black Bag Primary Analysis - Meals 2013	\$50.00	6.0	1.0	\$50.00
Airfare/Baggage 37220	National ICAC Conference - Airfare/Baggage 2014	\$410.00	1.0	5.0	\$2,050.00
Airport Parking 37220	National ICAC Conference - Airport Parking 2014	\$10.00	5.0	1.0	\$50.00
Lodging 37230	National ICAC Conference - Lodging 2014	\$133.00	5.0	5.0	\$665.00
Meals 37230	National ICAC Conference - Meals 2014	\$40.00	6.0	5.0	\$2,000.00
Misc. Shuttles/Taxis/Tolls/Parking 37220	National ICAC Conference - Misc. Shuttles/Taxis/Tolls/Parking 2014	\$16.00	2.0	5.0	\$160.00
					\$19,690.20

12,905.20

5785.

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

Black Bag Macintosh Forensic Advanced Techniques - This class will be hosted in San Jose, California on October 28th through November 1, 2013. This course will show how to best work with Apple Appliances, Software RAIDs, and use advanced command line tools. Students will further their understanding of the HFS file system, deleted files, and file recovery. Students learn through a combination of course instruction and hands-on practical case studies. At the conclusion of the course the student will be able to identify how to handle and extract data from Apple Appliances, demonstrate the ability to create and identify various software RAIDs, demonstrate the ability to correctly identify the members of any software RAID set and to rebuild/image the RAID members, demonstrate knowledge of the HFS file system, and be able to properly identify the steps and issues associated with file deletion and recovery. This training will be attended by Scott Richardson. This training is a 400 level course. This course is an advanced course and would give the examiner an in depth level of training and maximize his knowledge of extracting evidence from Mac devices.

Black Bag Macintosh Forensic In-Depth Analysis - This class will be hosted in area of Fairfax County in Virginia on October 21st through October 25, 2013. This course will show the forensic analyst how to best analyze images, passwords, and iPods. Students will further their understanding of how to conduct a forensic analysis on a Mac that contains Apple and 3rd party Internet cache files and/or other important artifacts. Additionally, students will learn how to access password-protected areas on a Mac system. Students will learn through a combination of course instruction and hands on practical case studies. This training will be attended by Scott Richardson. This training is a 300 level course. This course is the next level up from a previous course this examiner has attended and would further his knowledge and level of expertise on Mac devices.

Black Bag Primary Analysis - This training is a level 200 course. This class will be hosted in Fairfax County in Virginia on September 23 through September 27, 2013. The course will provide the necessary Mac alternatives to forensic analysis already familiar with Windows OS analysis. Students will gain an understanding of how to conduct a complete forensic analysis on a Mac. A scenario and lecture will help students better understand how suspects use and store files on Mac computers. This training will be attended by Andy Anderson. By sending this examiner, this would benefit the Task Force and increase the number of examiners that could conduct examinations on Mac devices.

2014 National Internet Crimes Against Children (ICAC) Conference is not yet scheduled but should be in mid May 2014. This training is designed for members of the National Internet Crimes Against Children Task Force of which our Task Force is a member. Training includes both instructional and hands on practical labs covering a variety of Internet related investigations and forensics. In 2013 this training was cancelled due to the Federal sequester. In 2012 more than 150 lecture sessions and over 70 interactive computer lab workshops were scheduled. This training provides the latest techniques and technology related to Internet investigations and forensics through the most qualified national trainers. Four investigators and one assistant prosecutor will be sent to this training opportunity. Cost estimates were obtained by comparing estimated costs from when Task Force members attended in 2012. Dates and location for the 2014 training has not yet been released so expenditures will undoubtedly change. This training will be attended by Andy Anderson, Tracy Perkins, Mark Sullivan,

Scott Richardson and Assistant Prosecutor Merilee Crockett.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
Computer Tower	Computer tower, Intel 5 processor with 500 GB hard drive	\$951.00	1.0	Personalized Computers in Columbia, MO	100.0	\$951.00
						\$951.00

2013

~~2013~~

Equipment Justification

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide the following for each budget line item:

- *What is the item?*
- *How will the item be used?*
- *Who will use the item?*
- *Is the item a replacement to current equipment, in addition to current equipment, or something the agency doesn't currently have?*

Computer Tower will be built and purchased from a local computer store. This computer is a replacement to another computer acquired in 2005. The current machine is inadequate for the current software designed for cell phone examinations. The primary use of this computer would be used as a cell phone workstation. Specialized software for cell phones would be installed on this centralized computer that would allow Task Force investigators and other affiliated Task Force members to access this workstation to exam cell phones relatively easy and create a report when finished.

With other agencies accessing this workstation this would allow for an examination to be completed faster and will reduce backlog. This item would be used by Andy Anderson, Tracy Perkins, Mark Sullivan, Scott Richardson and other affiliated Task Force members under the direction the Boone County Task Force.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
Access Data FTK License Renewal (3)	Annually 70050	\$1,119.00	3.0	13 100.0	\$3,357.00
Access Data Mobile Phone Examiner License Renewal	Annually 70050	\$840.00	1.0	13 100.0	\$840.00
Air Card Service 48002	Monthly 235-14	\$47.00	12.0	329-13 100.0	\$564.00
AVG Virus Software Renewal	Annually 70050	\$350.48	1.0	13 100.0	\$350.48
Cellebrite Logical and Physical License Renewal	Annually 70050	\$3,098.00	1.0	13 100.0	\$3,098.00
Domain Registration 71100	Annually	\$25.00	1.0	13 100.0	\$25.00
Internet Service 71100	Monthly	\$59.95	12.0	13 100.0	\$719.40
Secure View Mobile Phone License Renewal	Annually 70050	\$1,350.00	1.0	14 100.0	\$1,350.00
Web Site Hosting 70050	Monthly 60-14	\$12.00	12.0	24-13 100.0	\$144.00
					\$10,447.88

	2013	2014
48002	330	235
70050	7,730	1,410
71100	7,45	

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide the following justification for each expense:

- Why is the item necessary for the proposed project? Be sure to clearly identify how the item will be used.
- Who will use the item?

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Access Data Computer Forensic License (FTK) renewal. This is an annual renewal and it supports the Forensic Tool Kit forensic software by Access Data. The licenses would be used by Andy Anderson, Mark Sullivan and Scott Richardson.

Access Data Mobile Phone Examiner License Renewal. This is an annual renew and it supports the Forensic Tool Kit forensic software by Access Data designed for cell phone examinations. The benefits to having this license would allow the cell phone examiner to access and pull data from specific devices that other forensic software fails to do. Combining this license with others would increase the potential of collecting the necessary evidence from a cell phone to further the investigation. This license would be used by Mark Sullivan

Air Card (Internet Wireless) Renewal. This device allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site yet have Internet contact with the suspect. This device also allows investigators to have Internet access when working cases away from the office area such as surrounding counties. This is a continuation of

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STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 13

In the County Commission of said county, on the 24th day of December 20 13

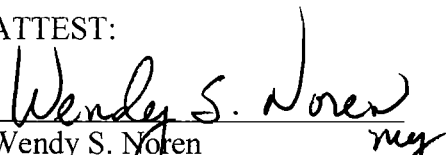
the following, among other proceedings, were had, viz:

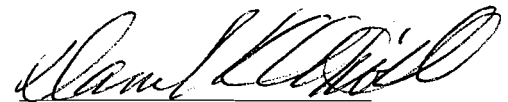
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Children's Services Board to appropriate funds for PC and software for the Director position.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2160	91301	Comm. Children's Services	Computer Hardware		500
2160	91302	Comm. Children's Services	Computer Software		302

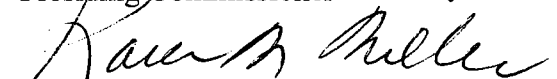
Done this 24th of December, 2013.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT RECEIVED

12/3/13

EFFECTIVE DATE

DEC 19 2013

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Requestor Name	FOR AUDITORS USE	
				Transfer From Decrease	Transfer To Increase
2160	91301	Community Children's Services	Computer Hardware		500
2160	91302	Community Children's Services	Computer Software		302
				802	

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To appropriate funds for PC and software for the Director position in the Children Service's Fund.

Auditor on behalf of Children's Services Board *X* *[Signature]* 12/16/2013
 Requesting Official Les Wagner, Chairman, BCCSB

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

Agenda

[Signature] Auditor's Office
[Signature] PRESIDING COMMISSIONER *[Signature]* DISTRICT I COMMISSIONER *[Signature]* DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Jason Gibson - Fwd: Re: Community Services Department - Known New Hardware/Software

From: Trudy Fisher (Jason Gibson)
To: Jason Gibson
Subject: Fwd: Re: Community Services Department - Known New Hardware/Software

Caryn,

Below is the break down of the Community Services Positions. We will get these added to the spreadsheet for FY2014.

Let me know if you need more for me on this. Also, let us know when it's okay to order the FY2013 stuff.

Thanks,
Aron

Director of Community Services (FY2013)

PC and 2 Monitors - \$1,000
MS Office - \$461
MS Network Seat - \$23
GroupWise - \$85
Anti-virus - \$34
Total - \$ 1,603

Program Manager (FY2014)

PC and 2 Monitors - \$1,000
Document Scanner - \$900
MS Office - \$461
MS Network Seat - \$23
GroupWise - \$85
Anti-virus - \$34
Total - \$ 2,503

Administrative Assistant (FY2014)

PC and 2 Monitors - \$1,000
MS Office - \$461
MS Network Seat - \$23
GroupWise - \$85
Anti-virus - \$34
Total - \$ 1,603

Community Children's
 FY2013 Budget Allocation
 Prepared By: Auditor's Office

	Account	Total	ALLOCATION AMOUNTS	
			50% 1170 IT (GF)	50% 2160 CCSF
HARDWARE				
PC & 2 Monitors	91301	1,000.00	500.00	500.00
SOFTWARE				
MS Office	91302	461.00	230.50	230.50
MS Network Seat	91302	23.00	11.50	11.50
Groupwise	91302	85.00	42.50	42.50
Anti-Virus	91302	34.00	17.00	17.00
		603.00	301.50	301.50
TOTAL		1,603.00	801.50	801.50

BUDGET AMOUNTS (ROUND UP TO NEAREST WHOLE DOLLAR)

HARDWARE	91301	500	500
SOFTWARE	91302	302	302

From: Les Wagner <lesmwagner@gmail.com>
To: June Pitchford <jpitchford@boonecountymmo.org>
CC: CJ Dykhouse <CDykhouse@boonecountymmo.org>, Jason Gibson <JGibson@booneco...>
Date: 12/6/2013 9:56 AM
Subject: Re: Children's Services Fund Cost Share for Computer Equipment - Director

I am good with that. Let's add this to the next meeting agenda so the entire board can ratify our decision.

> On Dec 5, 2013, at 9:47 PM, "June Pitchford" <jpitchford@boonecountymmo.org> wrote:

>

> Les,

> I'm comfortable with that approach.

>

>

> As I understand it, the Director position was originally expected to be filled in late FY 2013 which would have resulted in a budget amendment to provide funding for salary, benefits, and computer equipment. Because the position won't be filled until FY2014, the Director's computer equipment is all that is needed now.* All other items have been incorporated into the FY 2014 budget.

>

>

> I'll use this e-mail correspondence as your authorization, if you are agreeable. If you need cost estimate detail, let us know and Jason will send it to you.

>

>

> Thanks,

> June

>

>

> *The County IT budget has identified budgetary savings that will be used for 50% of the computer cost. The snag is that we don't have FY 2013 appropriations in the Children's Services Fund for the other 50%.

>

>>>> Les Wagner 12/05/13 3:45 PM >>>>

> Is there a possibility as chairman I can authorize the process begin and have the full board adopt a motion to fund the computer at the next meeting? Are there other items which should be considered for acquisition as well?

>

>> On Dec 5, 2013, at 2:02 PM, "June Pitchford" wrote:

>>

>> Les and CJ:

>>

>> The County needs to purchase the computer equipment for the new Director of Community's Services before the end of the month so that it will be configured, installed, and ready to go by January. The Community Children's Services Fund's cost share of the equipment is 50%, or \$802. In order to make the purchase in December, I will need a FY 2013 computer equipment appropriation in the Children's Services Fund and, as you know, no appropriations have been established in FY 2013. (Originally, I believe it was anticipated that the Director position would be filled in November or December and appropriations would established not only for computer equipment but for salary and benefits as well. As it sorts out, we only need the computer equipment portion.)

>>

>> Jason has prepared the Budget Amendment and it is ready to move forward through the statutory budget amendment process. However, given the Board's role with respect to determining the spending from the fund, I think it would be helpful to have some sort of communication with or approval from the Board (or at least a committee or board representative) before I move this forward. I realize the amount is small, but I think it is important that we have an internal process that involves the Board before budget amounts are approved or changed. I want to set the right kind of precedent. Once a Director is on board, these internal processes will be easier to manage!

>>

>> Budget amendments require 10 days after first reading, so I would really like to get this on Tuesday's agenda (Dec. 10th).

>>

>> Your thoughts and recommendation?

>> Thanks,

>> June

>

>

Fund Statement - Community Children's Services 216 (Major Fund)

	2012 Actual	2013 Budget	2013 Estimated	2014 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	4,650,000	4,800,000	6,560,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	6,600	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	<u>-</u>	<u>4,650,000</u>	<u>4,806,600</u>	<u>6,560,000</u>
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance Used for Operations	-	-	-	-
TOTAL FINANCIAL SOURCES	<u>\$ -</u>	<u>4,650,000</u>	<u>4,806,600</u>	<u>6,560,000</u>
FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	138,391
Materials & Supplies	-	-	-	1,400
Dues Travel & Training	-	-	-	2,340
Utilities	-	-	-	4,310
Vehicle Expense	-	-	-	200
Equip & Bldg Maintenance	-	-	-	740
Contractual Services	-	20,000	-	10,450
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	200
Fixed Asset Additions	-	802	802	8,710
Total Expenditures	<u>-</u>	<u>20,802</u>	<u>802</u>	<u>166,741</u>
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FINANCIAL USES	<u>\$ -</u>	<u>20,802</u>	<u>802</u>	<u>166,741</u>
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ -	-	-	4,805,798
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	-	4,629,198	4,805,798	6,393,259
FUND BALANCE (GAAP), end of year	<u>-</u>	<u>4,629,198</u>	<u>4,805,798</u>	<u>11,199,057</u>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	-	-	-	-
NET FUND BALANCE, end of year	<u>\$ -</u>	<u>4,629,198</u>	<u>4,805,798</u>	<u>11,199,057</u>
Net Fund Balance as a percent of expenditures	#DIV/0!	22253.62%	599226.68%	6716.44%

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STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 13

In the County Commission of said county, on the 24th day of December 20 13

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

Now on this day the County Commission of the County of Boone does hereby set the fees for permits and other activities associated with Chapter 9 of the Boone County Code of Health Regulations (the Boone County Food Code) as follows:

1. **BASIC FEES: Effective May 1, 2014**, those required to have a permit under this Chapter must prepare and submit an annual application on forms to be provided by the Boone County Health Department. For gross receipt purposes, all gross revenues not related to food shall be subtracted from the gross receipts figure used for this application. The Basic Fees shall be assessed according to the following fee schedule:

RISK→ GROSS RECEIPTS ↓	LOW RISK	MEDIUM RISK	HIGH RISK
< \$250,000	\$150	\$225	\$300
\$250,000 - \$750,000	\$225	\$300	\$370
>\$750,000	\$300	\$370	\$450

2. **TEMPORARY FOOD PERMITS:** Effective February 1, 2013, persons conducting a temporary food event (an event lasting less than fifteen (15) days), shall pay an inspection fee of Thirty Dollars (\$30.00). Notwithstanding the foregoing, there will be no fees charged for temporary food permits for events for which there is only one (1) food vendor participating.

3. **REINSPECTION FEES:** Effective February 1, 2013, in addition to the Basic Fees set out above, food establishments shall pay an administrative service fee of One Hundred Dollars (\$100.00) per inspection for second and subsequent re-inspections required to confirm corrections of violations noted during the inspection process.

The Commission notes that the fees as set out above are anticipated to cover 38% of the County's costs in administering the County's Food Code program per the data compiled by the City/County Health Department.

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STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Done this 24th day of December, 2013.

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