# **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI        | <b>1</b>               | June Session of the April A | Adjourned |      | Term. 20 | 11 |
|--------------------------|------------------------|-----------------------------|-----------|------|----------|----|
| County of Boone          | <b>d</b> ea.           | ,                           |           |      |          |    |
| In the County Commission | of said county, on the | 23 <sup>rd</sup>            | day of    | June | 20       | 11 |

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached *Acknowledgement of Security Interest and Assignment*. GMAC is requiring this to be signed prior to delivery of the Chevrolet Tahoe the County is purchasing from Don Brown Chevrolet. This purchase was approved in Commission Order 120-2011 on March 24, 2011.

Done this 23<sup>rd</sup> day of June, 2011.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Edward H. Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPB Director



601 E.Walnut, Rm. 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

# **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Melinda Bobbitt, CPPB

DATE:

June 16, 2011

RE:

Acknowledgment of Security Interest and Assignment – GMAC & Don

Brown Chevrolet for Tahoe Purchase

Attached is an *Acknowledgment of Security Interest and Assignment* that GMAC is requiring to be signed prior to delivery of the Chevrolet Tahoe that we're purchasing from Don Brown Chevrolet, contract # C111077002. This purchase was approved on Commission Order 120-2011.

Purchase Order 2011000083 has already been issued to Don Brown Chevrolet. Our legal department has given us direction that when the Auditor's office issues the check, the check will be made out to both Don Brown Chevrolet and GMAC with the two party check being mailed to Don Brown Chevrolet and a copy of check sent to GMAC. The Auditor's office will describe the vehicle being purchased on the check per CJ's instructions.

Launch Internet Explorer Browser.lnk

ATTACHMENT:

Acknowledgment of Security Interest and Assignment

cc:

Contract File

# Melinda Bobbitt - Purchase of Tahoe -- Joint Check Agreement -- ATTORNEY-CLIENT PRIVILEGED

From:

CJ Dykhouse<CDykhouse@boonecountymo.org> (CJ Dykhouse)

To:

Bobbitt, Melinda 5/25/2011 2:14 PM

grade on the section of

Date: Subject:

Purchase of Tahoe -- Joint Check Agreement -- ATTORNEY-CLIENT PRIVILEGED

Attachments:

DPP CUSTOMER FORM.pdf; C111077002 - Chevrolet Tahoe.DOC

Melinda -- I think we can sign off on their form with one modification -- we should put an effective date restriction, such as "Effective for Boone County through 12/31/2011" on the face of the form. But, we have to interact with June's office as this is essentially creating a Joint Check Agreement. In that regard, we may want to run this form, with my proposed modification, through Commission, but I defer on that.

In terms of payment, the check from the County will need to be made payable to GMAC and Don Brown Chevrolet, and I would want a copy of that check to be sent directly to GMAC at PO Box 466 Orland Park, IL 60462, at the time the original, two-party check is sent to Don Brown Chevrolet. Also, the description on the check should reference the vehicle we are purchasing specifically.

I think the practical problem we have is how the AS-400 lists vendors and such, but I know we found a solution to that problem at least one time in the past. June's office is the one who can give us guidance on that point.

Please let me know if you wish to discuss further, and I'll stand by.

CJ

CJ Dykhouse County Counselor Boone County, Missouri 601 E. Walnut, Ste. 207 Columbia, Missouri 65201 573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

>>> Melinda Bobbitt 5/25/2011 1:31 PM >>>

CJ,

Attached is our contract for a Tahoe. This dealer wants us to sign the attached in order for them to invoice us. She said that is required by GMAC.

Is that something that you want to sign? Thanks, Melinda

>>> "Sara Nottelmann" <SaraN@donbrownchevrolet.com> 5/25/2011 9:42 AM >>> Please fill out and send back either emial or fax (314)772-1022.

Thanks so much, Sara Nottelmann

Fleet Department
2244 S. Kingshighway Blvd.
St. Louis, MO 63110
(314) 772-1400 x:106
(314) 772-1022 - Fax
saran@donbrownchevrolet.com

| DOD 400 | GMAC    |      |      |
|---------|---------|------|------|
| PUB 400 | POB 466 | <br> | <br> |

Date: Effective for Boone Conf. though 12/31/2011

Orland Park, IL 60462

Subject: Acknowledgment Of Security Interest And Assignment

From time to time we may purchase new vehicles from Don Pour Chinolot located at located at Shoundhand A (ans M) ("Dealership"). Under the terms of our purchase agreement for those vehicles, we may defer payment of the purchase price ("Vehicles").

We agree and acknowledge that 1) GMAC finances the Vehicles and, will have a prior, unrelinquished security interest in the Vehicles; 2) Dealership has executed an assignment of the sale proceeds of the Vehicles in favor of GMAC; 3) GMAC's security interest in the Vehicles will continue until we pay in good funds the total purchase price to GMAC directly or to GMAC and Dealership jointly, at which time it will automatically extinguish on the Vehicles for which payment is made; and 4) this agreement and acknowledgment remains in effect, and is valid, for all payments due Dealership for the purchase of Vehicles now or in the future, until we receive a written notice from GMAC instructing otherwise.

By:

(Print of type fram

(Signatu

de: Presiding Commissioner

Date: 6/23/1/

GMAC Form W-DPP3 (6/95)

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient

o pay the costs arising from this contract.

Date

Reguered

# PURCHASE AGREEMENT FOR C111077002 – CHEVROLET TAHOE - MODEL YEAR 2011

THIS AGREEMENT dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Don Brown Chevrolet Inc.** herein "Vendor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Chevrolet Tahoe PPV: Model Year 2011 in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number C111077002. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Contract number C111077002 shall prevail and control over the vendor's bid response.
- 2. **Purchase** The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) of the following:

| • | 2011 Chevrolet Tahoe PPV  | \$24,663.00 |
|---|---|-------------|
| • | Add Line Item 029 – Dealer Prep                                 | \$495.00    |
| • | Add Line Item 030 – Delivery (256 miles round trip @ \$1.10 ea) | \$281.60    |
| • | Add Line Item 6N6 – Door locks, inside rear door inop.          | \$66.00     |
| • | Add Line Item 6B2 – Inside rear door handles inop               | \$66.00     |
| • | Add Line Item 6N5 – Inside rear windows inop                    | \$56.00     |
| • | Add Line Item 6J4 – Horn/Siren Circuit                          | \$36.00     |
| • | Add Line Item 6E2 – Fleet keyed alike                           | \$25.00     |
| • | Add Line Item AP3 – Remote Starter System                       | \$195.00    |
| • | Add Line Item 9G8 – Delete DLR/auto light for surveillance      | \$1.00      |
| • | Add Line Item 6A3 – Rubber Floor Covering                       | \$0.00      |
| • | TOTAL   | \$25,884.60 |

- Exterior Color: Mocha Steel Metallic GHA
- Interior Color: Ebony

Total contract cost for one (1) vehicle is Twenty Five Thousand Eight Hundred Eighty-Four Dollars and Sixty Cents (\$25,884.60).

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 80 days after receipt of order.



# NOTIFICATION OF STATEWIDE CONTRACT

February 14, 2011

**CONTRACT TITLE:** 

Patrol Vehicles: Model Year 2011

CURRENT CONTRACT PERIOD: January 3, 2011 through End of 2011 Model Year

**BUYER INFORMATION:** 

Tammy Michel (573) 751-3114

tammy.michel@oa.mo.gov

| RENEWAL INFORMATION | NO RENEWAL OPTION AVAILABLE |
|---------------------|-----------------------------|
|                     |                             |

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

# THE USE OF THIS CONTRACT IS MANDATORY FOR ALL STATE AGENCIES.

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

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

| CONTRACT<br>NUMBER | VENDOR<br>NUMBER | VENDOR INFORMATION   | MBE/<br>WBE | COOP<br>PROCURE<br>-MENT |
|--------------------|------------------|--|-------------|--------------------------|
| C111077001         | 4309186700 0     | Joe Machens Ford<br>Contact: Steve Veltrop, Jr.<br>1911 West Worley<br>Columbia, MO 65203<br>Phone: (573) 445-4411 ext. 119<br>Fax: (573) 445-8164                 | No          | Yes                      |
| C111077002         | 4313370020 1     | Don Brown Chevrolet, Inc. and Ally<br>Contact: David Helterbrand<br>2244 South Kingshighway<br>St. Louis, MO 63110<br>Phone: (314) 772-1400<br>Fax: (314) 772-1022 | No          | Yes                      |

# STATEWIDE CONTRACT HISTORY

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

| Contract<br>Period                                     | Issue<br>Date | Summary of Changes  |
|--|---------------|---|
| 01/03/11- End of                                       | 02/14/11      | Added Order Cut-Off Dates to Statewide Notice.  |
| 2011 Model Year<br>01/03/11- End of<br>2011 Model Year | 01/20/11      | Contact C111077002 line item 016 is corrected to read 2011 Chevrolet Tahoe PPV in lieu of 2010 Chevrolet Tahoe PPV.                         |
| 01/03/11- End of<br>2011 Model Year                    | 01/18/11      | Contact C111077004 pricing for line item 030 was corrected to read \$1.50 per mile.   |
| 01/03/11- End of<br>2011 Model Year                    | 01/13/11      | Line Item 019 was corrected by deleting the word (credit) and Line item 031 pricing was corrected to read \$421.00 for contract C111077004. |
| 01/03/11- End of<br>2011 Model Year                    | 01/07/11      | Initial issuance of new statewide contract  |

# PATROL CARS – 2011 MODEL YEAR (Statewide)

Contract Number: C111077002

Contractor: Don Brown Chevrolet, Inc. and Ally

Line Item 016

Commodity Service Code: 07048

MAKE/MODEL: 2011 Chevrolet Tahoe PPV

PRICE:

\$24,663.00

# EQUIPMENT INCLUDED IN PRICE

- -V-8 type, 5.3 liter gasoline engine with Heavy-duty cooling system and auxiliary engine oil cooler
- -Rear wheel drive
- -Front and rear air conditioning with integral heater and defroster.
- -Six speed minimum automatic with overdrive transmission heavy duty for police operation.
- -Body on frame construction
- 3.08 to 1 Rear Axle Ratio
- 6,700 lbs. G.V.W.R.
- -Heavy duty power rack and pinion steering with auxiliary oil cooler
- -4 wheel disc anti-lock braking system with power assist.
- -Heavy-duty front and rear suspension equipped with heavy-duty front and rear stabilizer bars
- -160 ampere alternator
- -Heavy duty 730 C.C.A battery
- -Heavy duty high back front bucket seats reinforced for increased support
- Front Seats covered with heavy duty cloth fabric.
- -No center console.
- -Power driver and Front passenger seats
- -Heavy duty vinyl bench rear seat.
- -Driver and front passenger air bags.
- -Side curtain air bags
- -AM/FM stereo
- -Front seat mounted thorax air bags
- -Radio Noise Suppression Package

- -Power windows with rear window lockout switch
- -Power door locks
- -Cruise Control
- -Electric rear window defroster
- -Full Color keyed carpeting.
- -Front and Rear floor mats
- -Protective Body Side Moldings
- -Police Type Speedometer, 0-140 MPH, certified for accuracy within 2%.
- -Five tires, P265/60R17 BSW, H speed rated. (includes spare)
- -Five 17" x 7.5" heavy duty steel wheels (includes spare)
- -Metal bolt-on chrome center caps.
- -Intermittent wipers with windshield washer.
- -Rear wiper/washer, lift gate
- -Tilt steering wheel
- -Deep tinted glass, all windows except windshield and front door windows which shall be a light tinted glass.
- -Spotlight Provision, Left Hand With 6" Unity Halogen spotlight
- -High intensity Auxiliary Dome Lamp
- -Single Key Locking System
- -Standard Production Solid Color Exterior and Standard Interior Trim
- -Front License Bracket
- -Rear inside door locks and handles must be fully operable
- -Horn and Siren Wiring Circuit
- -Rear Liftgate Lock Cylinder

**DELIVERY:** Approximately 80 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

# Line Item 029 - \$ 495.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

# Line Item 030 - \$ 1.10 per mile

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.



573/751-4534 FAX 573/751-7819 http://www.oa.mo.gov/gs/fm/index.htm

# **VEHICLE PRE-APPROVAL FORM**

INFORMATION & INSTRUCTIONS ON PAGE 2

| 1. REQUEST NEW VEHICLE  |   |
|---|---|
| Department/Division   |   |
| SAM II Order #: (Document Type, Agency Number & Document Number Year/Make/Model   | r) Estimated Annual Miles   |
| □ Expansion Vehicle □ New □ Replacement Vehicle □ Used  Vehicle Category (see instructions)  Vehicle Subcategory (see instructions)  Primary Assignment □ Individual □ Function □ Pool  Assignment Name (name of employee, work unit) | Vehicle Purpose (see instructions)  Employee Transportation Client Transport Task Specific Vehicle (list Task Code)  Special Purpose Vehicle (must be specially equipped, please list Special Purpose Code) |
| 2. IDENTIFY SURPLUS VEHICLE   |   |
| V<br>License Number   | Vehicle Purpose (see instructions)  Employee Transportation  Client Transportation  Task Specific Vehicle (list Task Code)  |
| Year/Make/Model  Current Odometer Reading   | Special Purpose Vehicle (must be specially equipped, please list Special Purpose Code)  |
| Vehicle Category (see instructions)   | -   |
| Vehicle Subcategory (see instructions)  | Reason for Replacement  Normal (7 years old or 105,000 miles)  Other (attach additional page if necessary)  |
| Primary Assignment Individual Function Pool 3. APPROVALS  |   |
| Agency Head Signature or Designee   | State Fleet Manager   |
| Date:   | Date:   |

<sup>\*\*\*</sup>Additional information may be submitted on a separate page if necessary.

|              | ADDITIONAL EQUIPMENT   |                 |
|--------------|--|-----------------|
| 5W4          | Special Service Package 4WD  | \$3825.00       |
|              | (this vehicle is not pursuit rated)  |                 |
| 6E8          | KEY COMMON, COMPLETE VEHICLE FLEET. Provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E2) complete vehicle fleet common key. NOTE: Compatible with 2008 and beyond Impala police vehicles (Requires (PPV) Identifier for Police           | \$25.00         |
| 6E2          | KEY COMMON, COMPLETE VEHICLE FLEET. Provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: Compatible with 2008 and beyond Impala police vehicles (Requires (PPV) Identifier for Police Vehicle.) | \$25.00         |
| 6A6          | BATTERIES, DUAL HEAVY-DUTY 730 COLD-CRANKING AMPS (Requires (PPV) Identifier for Police Vehicle.)  | \$155.00        |
| TRW          | ROOF-MOUNTED LAMP, PROVISIONS  | \$30.00         |
| 1LR          | BRAKE SYSTEM, MODIFIED POLICE "CITY BRAKE PACKAGE" (Requires (PPV) Identifier for Police Vehicle   | \$0.00          |
| 6J7          | FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE with control wire (Requires (PPV) Identifier for Police Vehicle.)  | \$480.00        |
| 7 <b>X</b> 7 | SPOTLAMPS, LEFT- AND RIGHT-HAND (Requires (PPV) Identifier for Police Vehicle.)  | \$820.00        |
| WX7          | WIRING, AUXILIARY SPEAKER (Requires (PPV) Identifier for Police Vehicle.)  | <b>\$</b> 55.00 |
| 6J3          | WIRING, GRILLE LAMPS AND SIREN SPEAKERS (Requires (PPV) Identifier for Police Vehicle.)  | \$102.00        |
| 6J4          | WIRING, HORN AND SIREN CIRCUIT (Requires (PPV) Identifier for Police Vehicle.)   | \$36.00         |
| 6N5          | SWITCHES, REAR WINDOW INOPERATIVE (rear windows can only operate from driver's position) (Requires (PPV) Identifier for Police Vehicle.)   | \$56.00         |
| 6B2          | DOOR HANDLES, INSIDE REAR DOORS INOPERATIVE (doors can only be opened from outside) (Requires (PPV) Identifier for Police Vehicle.)  | <b>\$66</b> .00 |
| 6N6          | DOOR LOCKS, INSIDE REAR DOORS INOPERATIVE (Requires (PPV) Identifier for Police Vehicle.)  | <b>\$</b> 66.00 |
| AP3          | REMOTE VEHICLE STARTER SYSTEM includes Remote Keyless Entry \$   | \$195.00        |
| AMF          | REMOTE KEYLESS ENTRY FLEET PACKAGE, PROGRAMMABLE includes 6 additional remotes (Requires (PPV) Identifier for Police Vehicle.)   | <b>\$</b> 75.00 |
| 9G8          | HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE. Deletes the standard daytime running lamps and automatic headlamp control features from the vehicle for police stealth surveillance (Requires (PPV) Identifier for Police Vehicle.)  | \$1.00          |

From: Dave Helterbrand [mailto:dave@donbrownchevrolet.com]

Sent: Tuesday, March 08, 2011 12:05 PM

**To:** 'cmartin@boonecomo.org' **Subject:** Tahoe rubber floor

Chad Martin,

Tahoe Flooring option 6A3 is no charge. It must be stated at time of order.

Thank you,

Devid Hetterbroad

Fleet Manager dave@donbrownchevrolet.com 2244 S. Kingshighway Blvd. St. Louis, MO 63110 (314) 772-1400 x:155 (314) 772-1022 - Fax



# **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI           | <b>L</b>               | June Session of the April A | djourned |      | Term. 20 | 13 |
|-----------------------------|------------------------|-----------------------------|----------|------|----------|----|
| County of Boone             | ea.                    |                             |          |      |          |    |
| In the County Commission of | of said county, on the | $23^{\rm rd}$               | day of   | June | 20       | 11 |

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

Now on this day the County Commission of the County of Boone does hereby award bid MM60 — Hot Bituminous Asphalt Term and Supply to Christensen Brothers Asphalt and American Materials. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 23<sup>rd</sup> day of June, 2011.

ATTEST:

Werdy 5 Noven CC Wendy S. Noren

Clerk of the County Commission

Edward H. Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

# **Boone County Purchasing**

**Tyson Boldan** Buyer



601 E. Walnut, Room 208 Columbia, MO 65201 Phone: (573) 886-4392

Fax: (573) 886-4390

#### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Tyson Boldan

DATE:

June 15, 2011

RE:

MM60 – Hot Bituminous Asphalt Term and Supply

The Bid for Hot Bituminous Asphalt Term and Supply closed on May 23, 2011. Two bids were received. Purchasing and the Public Works Department recommend award to both Christensen Brothers Asphalt and American Materials for offering the lowest and best bids for Boone County.

This is a term and supply contract. Contract will be paid from department 2040 –PW Maintenance Operations, account 26000 – Pavement Repairs Material. \$140,000 is budget for this service.

ATT: Bid Tabulation

cc: Chet Dunn, Public Works

Bid File

# **Boone County Purchasing**

Tyson Boldan, Buyer



601 E.Walnut, Rm. 209 Columbia, MO 65201 (573) 886-4392 (573) 886-4390

| TO:                          | Chet Dunn   |
|------------------------------|---|
| FROM:                        | Tyson Boldan,<br>Buyer  |
| DATE:                        | May 26, 2011  |
| RE:                          | Bid Award Recommendation –MM-60 – Hot Bituminous Asphalt Term and Supply  |
| return this co               | he bid tabulation for the bid responses received for the above referenced bid. Please ver sheet with your recommendation by <b>fax to 886-4390</b> after you have completed n of this bid. If you have any questions, please call or e-mail me. |
| <u>Pleas</u><br>Depa<br>Acco | ENT REPLY:  se complete the following: rtment Number: 2040 unt Number: 26000 seted: \$ 140,000  |
| X                            | Award Bid to both Christensen Brothers Asphalt and American Materials, LLC.   |
|                              | Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).   |
|                              | Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).  |
| Administrativ                | ve Authority Signature: Date: 4/13/11   |
|                              |   |

Commission Order # 136-2011

# PURCHASE AGREEMENT FOR HOT BITUMINOUS MATERIAL TERM AND SUPPLY

| THIS AGREEMENT dated the                     | day of                  | 2011 is made between             |
|--|-------------------------|----------------------------------|
| Boone County, Missouri, a political subdivis | sion of the State of Mi | issouri through the Boone County |
| Commission, herein "County" and America      | n Materials, LLC he     | rein "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 Hot Bituminous Material, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number MM60, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the unexecuted Response/Pricing Page, as well as the Contractor's bid response executed by Melissa Johnson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This initial agreement term shall be for the period of July 01, 2011 through June 30, 2012, subject to the provisions for termination specified. This agreement may be extended beyond the expiration date by optional renewal through June 30, 2014, subject to the pricing clauses in the Bid Documents and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Hot Bituminous Materials** as set forth in the bid documents. The items shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's monthly bid price response.
- **4. Delivery** Contractor agrees to deliver the items as specified in the bid documents. All deliveries are to be FOB destination.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- **6.** Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain in full force and effect.
- 7. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- **8.** *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

| AMERICAN MATERIALS, LLC.   | BOONE C                  | COUNTY, MISSOURI                     |
|--|--------------------------|--------------------------------------|
| by   | by: Boone                | County Commission                    |
| title  | Zdea                     | ration                               |
| address  | Edward H.                | Robb, Presiding Commissioner         |
|  |                          |                                      |
| APPROVED AS TO FORM:   | ATTEST:                  |                                      |
| County Counselor   | Wendy S. N               | 15 North CC                          |
| AUDITOR CERTIFICATION  |                          |                                      |
| In accordance with RSMo 50.660, I hereby centexists and is available to satisfy the obligation contract is not required if the terms of this contime.) | (s) arising from this co | ntract. (Note: Certification of this |
| )  |                          | 2040/26000 Term/Supply .             |
| Jone E. Titchford  | 6/16/11                  | No Encumbrance Reserved              |
| Signature by cy)   | Date                     | Appropriation Account                |



# **VENDOR RESPONSE SHEET FOR JULY 1, 2011 – JULY 31, 2011**

| BI'<br>ES'<br>Boo<br>Cit<br>Cit | TIMAT;<br>one Cou<br>y of Col<br>y of Ash<br>y of Cen | OUS ASPHALT HOT MIX ED QUANTITIES nty: 1,500 Tons umbia: 5,000 Tons land: 75 Tons tralia: |   |
|---------------------------------|---|---|---|
|                                 | y of Hall   | isville:<br>EAKDOWN   |   |
| 1.                              |   | nt Mixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton  |
|                                 | A. S  | urface Mix<br>BP1<br>BP2  | \$<br>\$  |
|                                 | B. Ba   | ase Mix<br>Base \$  |   |
| 2.                              | Cold  | Mix Asphalt   |   |
|                                 | A.  | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant        | \$48.00   Delivered to Columbia & South of Columbia = #58.5<br>* Delivered North of Columbia = #61,00 |
|                                 | В.  | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant     | / * Delivered North of Columb<br>= \$ 61,00   |
| List A                          | Any Aspl  | nalt Mix Deviations or Manufacturing Issues Th  | nat Are Anticipated For This Month:   |
|                                 |   |   |   |



# VENDOR RESPONSE SHEET FOR AUGUST 1, 2011 – AUGUST 31, 2011

| BIT<br>EST<br>Boo<br>City<br>City<br>City | UMING TIMAT THE Cou of Col of Ash of Cen | lumbia: 5,000 Tons   |   |
|---|--|--|---|
| PRI                                       | CE BR                                    | EAKDOWN  |   |
| 1.  | Plar                                     | nt Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton  |
|   | A. S                                     | Burface Mix<br>BP1<br>BP2  | \$<br>\$  |
|   | В. В                                     | ase Mix Base \$  |   |
| : <b>.</b>                                | Cold                                     | l Mix Asphalt  | A i / Alumhia e   |
|   | A.                                       | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant | \$ 48,00 / South of Columbia = \$58,50<br>* Delivered North of Columbia = \$61.00 |
|   | В.                                       | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons.                    | = \$61.00   |
|   |  | Cost per ton at Plant  | \$  |
| ist Aı                                    | ny Aspl                                  | halt Mix Deviations or Manufacturing Issues Th                                     | at Are Anticipated For This Month:  |
|   |  |  |   |



# VENDOR RESPONSE SHEET FOR SEPTEMBER 1, 2011 – SEPTEMBER 30, 2011

| BITTE EST Boom City City City | IMATI<br>1e Coui | OUS ASPHALT HOT MIX ED QUANTITIES nty: 1,500 Tons umbia: 5,000 Tons land: 75 Tons tralia: |  |
|-------------------------------|------------------|---|--|
| PRIC                          | E BRI            | EAKDOWN   |  |
| 1.                            | Plan             | t Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton   |
|                               |                  | urface Mix BP1 BP2 ase Mix Base   | \$<br>\$<br>\$   |
| 2.                            | Cold             | Mix Asphalt   | 1  |
|                               | A.               | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant        | \$ 48.00 / * Delivered to Columbia & 58.50<br>* South of Columbia = \$ 58.50<br>* Delivered North of Columbia<br>= \$61.00 |
|                               | B.               | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant     | = #61.00<br>\$   |
| ist An                        | y Asph           | alt Mix Deviations or Manufacturing Issues Tha  | t Are Anticipated For This Month:  |
| OMITAL II G                   |                  |   |  |



# VENDOR RESPONSE SHEET FOR OCTOBER 1, 2011 – OCTOBER 31, 2011

| BITO<br>EST:<br>Bood<br>City<br>City<br>City |         | OUS ASPHALT HOT MIX CD QUANTITIES aty: 1,500 Tons ambia: 5,000 Tons and: 75 Tons ralia: |  |
|--|---------|---|--|
| PRIC   | E BRE   | AKDOWN  |  |
| 1.   | Plant   | Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton   |
|  | A. Su   | erface Mix BP1 BP2  | \$<br>\$   |
|  | B. Bas  | se Mix<br>Base  | <b>\$</b>  |
| 2.   | Cold 1  | Mix Asphalt   |  |
|  | A.      | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant      | \$ 48.00 / * Delivered to Columbia \$ 50<br>South of Columbia \$ 58. =<br>* belivered North of Columbia<br>= \$61.00 |
|  | B.      | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant   | = \$61.00<br>\$  |
| List An                                      | y Aspha | alt Mix Deviations or Manufacturing Issues That   | Are Anticipated For This Month:  |
|  |         |   |  |



# VENDOR RESPONSE SHEET FOR NOVEMBER 1, 2011 - NOVEMBER 30, 2011

| BIT<br>EST<br>Boo<br>City<br>City<br>City | TIMAT<br>one Cou | IOUS ASPHALT HOT MIX TED QUANTITIES Inty: 1,500 Tons lumbia: 5,000 Tons hland: 75 Tons utralia: |  |
|---|------------------|---|--|
| _   |                  | EAKDOWN   |  |
| 1.  |                  | nt Mixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton   |
|   |                  | Surface Mix BP1 BP2 Base Mix Base   | \$<br>\$<br>\$   |
| 2.  | Cold             | l Mix Asphalt   |  |
|   | A.               | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant              | \$ 48.00 / * Delivered to Columbia & 58, 50 Sauth of Columbia = \$ 68, 50 Sauth of Columbia = \$ 61.00 |
|   | В.               | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant           | \$\$   |
| List A                                    | any Aspl         | halt Mix Deviations or Manufacturing Issues Tha   | at Are Anticipated For This Month:   |



# VENDOR RESPONSE SHEET FOR DECEMBER 1, 2011 - DECEMBER 31, 2011

| Pla                                | nt Loca                            | ition: Walva MO  | -  |
|------------------------------------|------------------------------------|--|--|
| EST<br>Boo<br>City<br>City<br>City | IMAT<br>ne Cou<br>of Col<br>of Ash | umbia: 5,000 Tons<br>dand: 75 Tons<br>tralia:                                      |  |
| PRI                                | CE BR                              | EAKDOWN  |  |
| 1.                                 | Plar                               | nt Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton   |
|                                    | A. \$                              | urface Mix   |  |
|                                    |                                    | BP1  | \$   |
|                                    |                                    | BP2  | \$   |
|                                    | B. B                               | ase Mix  |  |
|                                    |                                    | Base   | <b>\$</b>  |
| 2.                                 | Cold                               | Mix Asphalt  |  |
|                                    | A.                                 | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant | \$ 48.00 / K Delivered to Columbia & South of Columbia = \$58,5<br>* Delivered North of Columbia = \$61.00   |
|                                    | В.                                 | UPM Cold Mix (Unique Paving Material):   | THE POPULATION OF THE POPULATI |
|                                    |                                    | -Approximately 500 tons.  Cost per ton at Plant                                    | \$   |
| List A                             | ny Aspl                            | halt Mix Deviations or Manufacturing Issues Tha                                    | t Are Anticipated For This Month:  |
|                                    |                                    |  |  |

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# VENDOR RESPONSE SHEET FOR JANUARY 1, 2012 –JANUARY 31, 2012

| ES'<br>Boo<br>Cit<br>Cit |          | umbia: 5,000 Tons<br>lland: 75 Tons<br>ttralia:                                       |   |
|--------------------------|----------|---|---|
| PR                       | CE BR    | EAKDOWN   |   |
| 1.                       | Plai     | nt Mixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton  |
|                          |          | ourface Mix BP1 BP2 ase Mix   | \$<br>\$  |
|                          |          | Base  | \$  |
| 2.                       | Cold     | Mix Asphalt   | Al about  |
|                          | A.       | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$ 48,50/* Delivered to Columbia:  South of Columbia  * Delivered North of Columbia  # Delivered North of Columbia  # 61.60 |
|                          | В.       | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | * Delivered North of Columb<br>= # 61.60  |
| List A                   | any Aspl | halt Mix Deviations or Manufacturing Issues That                                      | t Are Anticipated For This Month:   |



# VENDOR RESPONSE SHEET FOR FEBRYARY 1, 2012 – FEBRUARY 29, 2012

| BII<br>EST<br>Boo<br>City<br>City<br>City | IMAT<br>ne Cou | OUS ASPHALT HOT MIX ED QUANTITIES nty: 1,500 Tons umbia: 5,000 Tons lland: 75 Tons    |   |
|---|----------------|---|---|
| PRI                                       | CE BRI         | EAKDOWN   |   |
| 1.  | Plan           | et Mixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton  |
|   |                | urface Mix<br>BP1<br>BP2  | \$<br>\$  |
| ,   | B. Ba          | ase Mix<br>Base   | <b>\$</b>   |
| 2.  | Cold           | Mix Asphalt   |   |
|   | A.             | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$ 48 50/ * Delivered to Columbia & South of Columbia = #59.10  * Delivered North of Columbia = #61.60  |
|   | B.             | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$ Delivered North of Collaboration of the Collabora |
| List A                                    | ny Asph        | nalt Mix Deviations or Manufacturing Issues Tha                                       | at Are Anticipated For This Month:  |



# <u>VENDOR RESPONSE SHEET FOR MARCH 1, 2012 – MARCH 31, 2012</u>

| ES<br>Bo<br>Cit<br>Cit<br>Cit |          | umbia: 5,000 Tons<br>land: 75 Tons<br>tralia:   |   |
|-------------------------------|----------|---|---|
| PR                            | ICE BRI  | EAKDOWN   |   |
| 1.                            | Plan     | nt Mixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton  |
|                               |          | urface Mix BP1 BP2 ase Mix  | \$<br>\$  |
|                               |          | Base  | \$  |
| 2.                            | Cold     | Mix Asphalt   | A. 15 a   |
|                               | Α.       | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | # 4900 X Delivered to Columbia & 72<br>* Delivered North of Columbia = #59.70<br># Delivered North of Columbia = # 6220 |
|                               | В.       | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | = # 62 <u>a</u> 0<br>\$   |
| List A                        | any Asph | alt Mix Deviations or Manufacturing Issues Th   | nat Are Anticipated For This Month:   |



# VENDOR RESPONSE SHEET FOR APRIL 1, 2012 - APRIL 30, 2012

| Plan                                | nt Loca                          | ation: <u>Cuadona</u> MO  | _   |
|-------------------------------------|----------------------------------|---|---|
| EST<br>Book<br>City<br>City<br>City | TIMAT ne Cou of Col of Asi of Ce | lumbia: 5,000 Tons  |   |
| PRI                                 | CE BR                            | EAKDOWN   |   |
| 1.                                  | Pla                              | nt Mixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton  |
|                                     | A. S                             | Surface Mix<br>BPI<br>BP2   | \$<br>\$  |
|                                     | В. В                             | Base Mix<br>Base  | \$  |
| 2.                                  | Colo                             | d Mix Asphalt   | A   |
|                                     | A.                               | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$ 49.00/ * Delivered to Columbia = 59. To<br>s_49.00/ * Delivered North of Columbia<br>= # 62.20 |
|                                     | В.                               | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | = #62.20<br>s   |
| ist A                               | ny Asp                           | halt Mix Deviations or Manufacturing Issues Tha                                       | at Are Anticipated For This Month:  |
|                                     |                                  |   |   |



MM60

# MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

| VENDOR:  Will you honor the stated bid p who participate in the Mid-Miss   | _   | the incorporated cities and Special Road District of Boone County   |
|--|---|---|
| Cooperative Purchasing? (circle  | one) YES or   | NO purchasing for entities other then Boone County and City of  |
| ("Missouri Domestic Products P | to furnish the articles or seas, instructions and general con | compliance with section 34.353 and, if applicable, section 34.359 and Statutes of Missouri, 1987.  rvices as specified at the prices and terms stated and in strict additions of bidding which have been read and understood and all of |
| which are made a part of this order duct will be ready for pickup.  Company Name:  Address: Po Box 144  City/Zip: Dzark Me  Phone Number: 12460.   | $\Delta t = \Delta t$   | When Organized:   |
| Fax Number: 4/7-58 Federal Tax ID: 27-3: ( ) Corporation ( ) Partnership - Name ( ) Individual/Proprietorship - I  | 2-1843<br>363653<br>n'can Matenals, LLC<br>ndividual Name:    | Print Name and Title of Authorized Representative  Weli 35a Johnson   Author  Date: 5-19-11   |
| Contractor Contact responsible contract (i.e. plant shutdown, product responsible contract responsible co | oct availability, changes in plan<br>Johnson<br>1446          | entity regarding contractor's ability to fulfill obligations of this nt mixes, etc).  Phone:  H17-459-2414  Fax:  417-583-1843  E-mail:  Meli330-for shee 200   eyahoo.  Com  Wencunnulch'ul 32010 cyuhoo. Com  G/10/2011               |
| MM60   | 21  | CHYPENCTURIN WACHILL SACIO STATION  |



### "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 Cooperative vendor list <u>for this service/commodity</u>, 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: MM60 – Hot Bituminous Asphalt – Term and Supply

Business Name:

Address:

Telephone:

Contact:

Date:

Reason(s) for not bidding:

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# MID-MISSOURI PUBLIC PURCHASING COOPERATIVE REQUEST FOR BID

| Bid Closing:  Date: May 23, 2011 Time: 10:00 A.M.  In dities or Service Requested: Hot Bituminous Asphalt - Term and Supply  lease submit your bid prior to the date and time for Bid Closing as specified above to the following office:  Boone County Purchasing  601 E. Walnut, Room 209  Columbia, MO 65201  Phone: (573) 886-4392  Fax: (573) 886-4390  E-mail: tboldan@boonecountymo.org |           |                                   | Buyer Contact Name: Tyson Boldan Phone Number: (573) 886-4392       | ( MM 60 )  Date of Bid:  (May 04, 2011) |
|--|-----------|-----------------------------------|---|---|
| Time: 10:00 A.M.  In a lities or Service Requested: Hot Bituminous Asphalt - Term and Supply  lease submit your bid prior to the date and time for Bid Closing as specified above to the following office:  Boone County Purchasing  601 E. Walnut, Room 209  Columbia, MO 65201  Phone: (573) 886-4392  Fax: (573) 886-4390   |           |                                   |   | <b>Bid Closing:</b>                     |
| lease submit your bid prior to the date and time for Bid Closing as specified above to the following office:   |           |                                   |   |   |
| Boone County Purchasing  601 E. Walnut, Room 209  Columbia, MO 65201  Phone: (573) 886-4392  Fax: (573) 886-4390   | on di     | ties or Service Requested:        | Hot Bituminous Asphalt - Term and Supply .                          |   |
|  | lease sub | omit your bid prior to the date a | nd time for Bid Closing as specified above to the following office: |   |
| Columbia, MO 65201       .         Phone: (573) 886-4392       .         Fax: (573) 886-4390       .   | B         | oone County Purchasing            |   |   |
| Phone: (573) 886-4392 Fax: (573) 886-4390  | 60        | 1 E. Walnut, Room 209             | <u> </u>  |   |
| Fax: (573) 886-4390  | C         | olumbia, MO 65201                 | <u> </u>  |   |
|  |           |                                   | <u> </u>  |   |
|  |           |                                   | .org  |   |

Bid No.:

#### INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

- 1. Bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
- 2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement, bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason.
- 3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
- Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
- 5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Award of contract(s) will be made to all bidders who are responsive and responsible. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing received). Any award of a contract will be made by written notification from the Cooperative.
  - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
  - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
  - c. The Cooperative reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul Hot Asphalt at the prices indicated in its bid in the event of such contingency. The Cooperative will award a primary contractor and may also award secondary contractors.

Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.

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- 7. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.
- 8. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
- In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
- 10. Prices must be stated in units of quantity specified, must be firm, and must be in accordance with the Vendor Response Sheet for the month in which the service or product was requested.

### 11. RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request.

- a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
- b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.

### 2. WITHDRAWAL OF BIDS:

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

- a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
- b. Withdrawal: Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

- 3. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the Bidder for re-submittal at the new date and time of bid closing.
- 4. Advice of Award A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.

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#### **GENERAL PROVISIONS**

### 1. BID RESPONSE:

2.

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the "No Bid Response Form" will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

#### BID ACCEPTANCE:

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

### 3. OSHA COMPLIANCE:

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

# INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

#### VARIATION IN QUANTITY:

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

#### COMMERCIAL WARRANTY:

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

#### DISCOUNTS:

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

### PATENT AND COPYRIGHT:

- a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
- b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

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### 9. **DISPUTES:**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

### 10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

#### 11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

# 12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier agrees to furnish all of the needs of the various Cooperative Member Agencies for the supplies, materials, equipment, and services set forth in the quotation for the contract period in accordance with the prices bid at the beginning of each month for the month in which the supplies, materials, equipment, and services are requested.

### 13. **FUND ALLOCATION:**

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

#### 4. **OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### 5. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

### 6. **DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

# 7. **RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

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### 18. **EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

# 19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

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# SPECIFICATIONS for HOT BITUMINOUS ASPHALT MIX

The Mid-Missouri Public Purchasing Cooperative wishes to purchase bituminous asphalt mixtures for use in road maintenance programs. Entities participating in this Request for Bid include the County of Boone, City of Columbia, City of Hallsville, City of Ashland and the City of Centralia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders. The Contractor(s) shall provide the asphalt materials listed below, as needed. The Term and Supply Contract period shall be from July 1, 2011 through June 30, 2012 and may be renewed annually through June 30, 2014 unless canceled by the Purchasing Director in writing prior to a renewal term.

Pricing may be revised by Contractor on a monthly basis by submitting the attached quote forms by the end of the month. As oon as the Contractor finds out the price of the material for the next one month period, they shall submit the quote form to the County. For example, if the Contractor can determine the September pricing in the third week of August, then in August, they ubmit the September quote form to the County by fax to (573) 875-1602 or e-mail MGreen@boonecountymo.org. Pricing MUST by submitted by the last Monday of the month, 4:00 p.m. in order to allow distribution by the County to all nember agencies. The Primary vendor will be selected by the first of each month according to the lowest and best bid received nd all other relevant factors (i.e. the production capabilities, material availability and pricing received).

he ves will be used for wedge coats generally not exceeding 1 1/2" in thickness (Base mix), a surface or wearing lift enerally not exceeding 1" in thickness (BP-1, BP-2). The major portion of mix purchased will be for surface or wearing lifts.

he mixes shall be of a "commercial" grade or the mixes commonly made at the plant. Bidder shall provide the characteristics of the mixes proposed in their bid.

he quantities listed are estimated annual quantities for the award period. The entities reserve the right to increase/decrease the uantities shown in order to meet its operating requirements.

olds will be evaluated on the basis of total "in-place" cost as established from historical cost data compiled by the City of columbia and/or Boone County. Bids will not be awarded solely on the lowest price per ton. The County will take into onsideration material availability, manufacturing capability and monthly price per ton.

he total prices quoted shall include all overhead, labor, heating, depreciation, and any other costs associated with the roduction. The Contractor shall bill each entity separately. In addition, the Bidder offering the lowest and best bid may be equired to provide a mix formula for each product in their bid response prior to bid award.



#### **SPECIAL CONDITIONS**

The participating entities reserve the right to inspect and/or take samples from the bidder's plant or at job sites during the bid evaluation process or at any time during the contract period to assure compliance with County and/or State specifications for isphalt.

3 idders must be capable of producing for pickup approximately 1,400 tons of Hot Mix per day. Normal daily usage averages approximately 75 tons per day.

All receipts must be identified with the appropriate Entity, Department or Division, job site, signed by an employee, and a copy urnished to the employee.

The Contractor shall be responsible for assuring Entity(s) employee's identity prior to issuing material. The Entity(s) will not be esponsible for material issued to persons not properly identified as Entity(s) employees.

tems included in any other specific contracts are excluded from this purchase order and/or contract. If any question or doubt rises in this area, the Entity(s) shall be contacted for clarification.

- . Blanket orders may be issued as authority to purchase in compliance with the bid award.
- . Purchase orders showing actual line items may also be issued against this contract.
- . Purchase orders may be issued to more than one company in case of a plant breakdown. This will eliminate obtaining a pecial purchase order in the event of an emergency.

your firm is not willing to supply materials as a back-up supplier at the monthly contract price, this should be clearly indicated.

ach Entity may require asphalt on not more than six (6) Saturdays during the paving season covered by this quotation. The laterial must be available to the Entity(s) at the prices bid provided the Entity(s) furnishes at least three (3) days prior notice to be bidder.

he Contractor shall designate a person within the organization to be responsible for communications with the Entity(s). This erson shall notify the Entity(s) of any problems that affect the bidder's ability to fulfill the obligations of this agreement. In a location of this agreement, and include but not be limited to items such as plant shutdown, plant capacity fully allocated to other projects, hanges in plant mixes, etc. Notifications may be verbal but shall be at least 48 hours in advance of any time which material will ot be available to the Entity(s). Entity designees will be identified when the contract or blanket purchase orders are issued.

the person designated by the bidder is to be unavailable for any period of time, the Entity(s) shall be notified of this navailability and an alternate contact person for the bidder shall be designated.



## VENDOR RESPONSE SHEET FOR JULY 1, 2011 – JULY 31, 2011

| BITUMINOUS ASPHALT HOT MIX ESTIMATED QUANTITIES Boone County: 1,500 Tons City of Columbia: 5,000 Tons City of Ashland: 75 Tons City of Centralia: City of Hallsville: |          |   |                                      |
|---|----------|---|--------------------------------------|
| RIC   | CE BREA  | AKDOWN  |                                      |
| •   | Plant !  | Mixed Hot Asphalt, F.O.B. Plant                                 | Cost Per Ton                         |
|   | A. Sur   | face Mix  |                                      |
|   |          | BP1<br>BP2  | \$<br>\$                             |
| ,   | B. Bas   |   |                                      |
|   |          | Base \$_  |                                      |
|   | Cold N   | Aix Asphalt   |                                      |
|   | A.       | Cold-mix with anti-stripping agent: -Approximately 600 tons.    |                                      |
|   |          | Cost per ton at Plant   | \$                                   |
|   | B.       | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. |                                      |
|   |          | Cost per ton at Plant   | \$                                   |
|   |          |   |                                      |
| st A  | ny Aspha | alt Mix Deviations or Manufacturing Issues                      | That Are Anticipated For This Month: |
|   | J 1      | · ·   | •                                    |



## **VENDOR RESPONSE SHEET FOR AUGUST 1, 2011 – AUGUST 31, 2011**

| Plant Location:  |  |                                    |
|--|--|------------------------------------|
| BITUMINOUS ASPI<br>ESTIMATED QUAN<br>Boone County:<br>City of Columbia:<br>City of Ashland:<br>City of Centralia:<br>City of Hallsville: | TITIES<br>1,500 Tons   |                                    |
| 'RICE BREAKDOW   | /N   |                                    |
| . Plant Mixed I  | Hot Asphalt, F.O.B. Plant  | Cost Per Ton                       |
| A. Surface Mix<br>BP1<br>BP2   | ζ.   | \$<br>\$                           |
| B. Base Mix<br>Base  | \$   |                                    |
| . Cold Mix Aspl  | halt   |                                    |
|  | ix with anti-stripping agent:<br>ximately 600 tons.<br>Cost per ton at Plant     | \$                                 |
| -Approx  | old Mix (Unique Paving Material):<br>ximately 500 tons.<br>Cost per ton at Plant | \$                                 |
|  | Deviations or Manufacturing Issues Tha   | at Are Anticipated For This Month: |



## <u>VENDOR RESPONSE SHEET FOR SEPTEMBER 1, 2011 – SEPTEMBER 30, 2011</u>

| Plant                               | Locatio          | on:                                       |   |                |
|-------------------------------------|------------------|---|---|----------------|
| ESTI<br>Boone<br>City of<br>City of | MATEI<br>e Count | D QUANT<br>ty:<br>nbia:<br>and:<br>ralia: | ALT HOT MIX<br>TITIES<br>1,500 Tons<br>5,000 Tons<br>75 Tons                  |                |
| PRIC                                | E BREA           | AKDOWN                                    | 1   |                |
| l.                                  | Plant            | Mixed Ho                                  | ot Asphalt, F.O.B. Plant  | Cost Per Ton   |
|                                     | A. Sur<br>B. Bas | rface Mix<br>BP1<br>BP2<br>se Mix<br>Base |   | \$<br>\$<br>\$ |
| i<br>to                             | Cold N           | Mix Aspha                                 | ılt   |                |
|                                     | A.               | -Approxi                                  | with anti-stripping agent:<br>mately 600 tons.<br>Cost per ton at Plant       | \$             |
|                                     | В.               | -Approxi                                  | ld Mix (Unique Paving Material):<br>mately 500 tons.<br>Cost per ton at Plant | <b>\$</b>      |
| ist An                              |                  |   | viations or Manufacturing Issues Tha  |                |
|                                     |                  |   |   |                |



## **VENDOR RESPONSE SHEET FOR OCTOBER 1, 2011 – OCTOBER 31, 2011**

| <b>71</b> 4   | .T 42.          |                        |   |                                   |
|---|-----------------|------------------------|---|-----------------------------------|
| aant  | Plant Location: |                        |   |                                   |
| BITUMINOUS ASPHALT HOT MIX ESTIMATED QUANTITIES Boone County: 1,500 Tons City of Columbia: 5,000 Tons City of Ashland: 75 Tons City of Centralia: City of Hallsville: |                 |                        | TITIES<br>1,500 Tons<br>5,000 Tons  |                                   |
| 'RIC  | E BREA          | AKDOW                  | N   |                                   |
| .•  | Plant           | Mixed H                | ot Asphalt, F.O.B. Plant  | Cost Per Ton                      |
|   | A. Sur          | face Mix<br>BP1<br>BP2 |   | \$<br>\$                          |
|   | B. Bas          | e Mix<br>Base          |   | <b>\$</b>                         |
| •   | Cold N          | Mix Asph               | alt   |                                   |
|   | A.              | -Approx                | ix with anti-stripping agent:<br>ximately 600 tons.<br>Cost per ton at Plant    | <b>\$</b>                         |
|   | В.              | -Approx                | old Mix (Unique Paving Material):<br>imately 500 tons.<br>Cost per ton at Plant | \$                                |
| ist An  | y Aspha         | ılt Mix D              | eviations or Manufacturing Issues Tha   | t Are Anticipated For This Month: |



## **VENDOR RESPONSE SHEET FOR NOVEMBER 1, 2011 – NOVEMBER 30, 2011**

| Plant                                | Location | 1:  | _                                  |
|--------------------------------------|----------|---|------------------------------------|
| ESTIN<br>Boone<br>City of<br>City of |          | bia: 5,000 Tons<br>d: 75 Tons<br>lia:   |                                    |
| PRICE                                | E BREA   | KDOWN   |                                    |
| i.                                   | Plant N  | Tixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                       |
|                                      | B. Base  | ace Mix BP1 BP2 Mix Base  | \$<br>\$<br>\$                     |
| <u>}.</u>                            | Cold M   | ix Asphalt  |                                    |
|                                      |          | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | <b>\$</b>                          |
|                                      |          | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                                 |
| ist Any                              | y Asphal | t Mix Deviations or Manufacturing Issues Th   | at Are Anticipated For This Month: |
|                                      |          | <u>-</u>  |                                    |



#### VENDOR RESPONSE SHEET FOR DECEMBER 1, 2011 – DECEMBER 31, 2011

| Plant                              | Location        | :  |                                   |
|------------------------------------|-----------------|--|-----------------------------------|
| ESTII<br>Boone<br>City o<br>City o | MATED ( County: | oia: 5,000 Tons<br>d: 75 Tons<br>ia:   |                                   |
| PRIC                               | E BREAF         | KDOWN  |                                   |
| l.                                 | Plant M         | lixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton                      |
|                                    |                 | BP1<br>BP2   | \$<br>\$                          |
|                                    | ]               | Base   | \$                                |
| •                                  | Cold Mi         | x Asphalt  |                                   |
|                                    |                 | Cold-mix with anti-stripping agent: Approximately 600 tons. Cost per ton at Plant          | \$                                |
|                                    |                 | JPM Cold Mix (Unique Paving Material):<br>Approximately 500 tons.<br>Cost per ton at Plant | \$                                |
| ist Any                            | y Asphalt       | Mix Deviations or Manufacturing Issues That  | t Are Anticipated For This Month: |

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## VENDOR RESPONSE SHEET FOR JANUARY 1, 2012 – JANUARY 31, 2012

| Plant                                  | Locatio           | n:  |                                 |
|--|-------------------|---|---------------------------------|
| Boone<br>City of<br>City of<br>City of | MATED<br>e County | nbia: 5,000 Tons<br>nd: 75 Tons<br>alia:  |                                 |
| PRIC                                   | E BREA            | KDOWN   |                                 |
| 1.                                     | Plant l           | Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                    |
|  | A. Suri           | face Mix BP1 BP2  | \$<br>\$                        |
|  | B. Base           | e Mix<br>Base   | <b>\$</b>                       |
| 2.                                     | Cold M            | Iix Asphalt   |                                 |
|  | A.                | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$                              |
|  | В.                | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                              |
| List An                                | ıy Aspha          | It Mix Deviations or Manufacturing Issues That  | Are Anticipated For This Month: |
|  |                   |   |                                 |

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## VENDOR RESPONSE SHEET FOR FEBRYARY 1, 2012 – FEBRUARY 29, 2012

| Plant Location:  |  |                                    |
|--|--|------------------------------------|
| BITUMINOUS ASPI<br>ESTIMATED QUAN<br>Boone County:<br>City of Columbia:<br>City of Ashland:<br>City of Centralia:<br>City of Hallsville: | TITIES<br>1,500 Tons   |                                    |
| PRICE BREAKDOW   | 'N   |                                    |
| . Plant Mixed I  | lot Asphalt, F.O.B. Plant  | Cost Per Ton                       |
| A. Surface Mix<br>BP1<br>BP2   | ¢  | \$<br>\$                           |
| B. Base Mix<br>Base  |  | \$                                 |
| . Cold Mix Aspl  | ıalt   |                                    |
| -Approx<br>B. UPM C  | ix with anti-stripping agent: ximately 600 tons. Cost per ton at Plant old Mix (Unique Paving Material): | \$                                 |
|  | kimately 500 tons. Cost per ton at Plant   | \$                                 |
| ist Any Asphalt Mix D  | eviations or Manufacturing Issues Tha  | at Are Anticipated For This Month: |



## VENDOR RESPONSE SHEET FOR MARCH 1, 2012 – MARCH 31, 2012

| ESTI<br>Boom<br>City<br>City<br>City | BITUMINOUS ASPHALT HOT MIX ESTIMATED QUANTITIES Boone County: 1,500 Tons City of Columbia: 5,000 Tons City of Ashland: 75 Tons City of Centralia: City of Hallsville: |  |                                    |
|--------------------------------------|---|--|------------------------------------|
| RIC                                  | E BRE   | CAKDOWN  |                                    |
| •                                    | Plan  | t Mixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton                       |
|                                      | A. Sı   | urface Mix<br>BPI<br>BP2   | \$<br>\$                           |
|                                      | B. Ba   | ase Mix<br>Base  | \$                                 |
|                                      | Cold  | Mix Asphalt  |                                    |
|                                      | A.<br>B.  | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant  UPM Cold Mix (Unique Paving Material): | \$                                 |
|                                      |   | -Approximately 500 tons.  Cost per ton at Plant  | \$                                 |
| st <b>A</b> :                        | ny Aspl   | halt Mix Deviations or Manufacturing Issues Tha  | at Are Anticipated For This Month: |



## **VENDOR RESPONSE SHEET FOR APRIL 1, 2012 – APRIL 30, 2012**

| Plant Location:  |  |                                   |
|--|--|-----------------------------------|
| BITUMINOUS ASI<br>ESTIMATED QUA<br>Boone County:<br>City of Columbia:<br>City of Ashland:<br>City of Centralia:<br>City of Hallsville: |  |                                   |
| 'RICE BREAKDO  | WN   |                                   |
| . Plant Mixed  | Hot Asphalt, F.O.B. Plant  | Cost Per Ton                      |
| A. Surface M<br>BP1<br>BP2   | ix   | \$<br>\$                          |
| B. Base Mix<br>Base  |  | <b>\$</b>                         |
| . Cold Mix As  | phalt  |                                   |
|  | mix with anti-stripping agent:<br>oximately 600 tons.<br>Cost per ton at Plant     | <b>\$</b>                         |
|  | Cold Mix (Unique Paving Material):<br>oximately 500 tons.<br>Cost per ton at Plant | <b>\$</b>                         |
| ist Any Asphalt Mix  | Deviations or Manufacturing Issues Tha   | t Are Anticipated For This Month: |



## VENDOR RESPONSE SHEET FOR MAY 1, 2012 - MAY 31, 2012

| EST<br>Book<br>City<br>City<br>City | IMATE<br>ne Coun | imbia: 5,000 Tons<br>and: 75 Tons<br>tralia:  |                                    |
|-------------------------------------|------------------|---|------------------------------------|
| PRI                                 | CE BRE           | EAKDOWN   |                                    |
| 1.                                  | Plan             | t Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                       |
|                                     | A. Sı            | urface Mix BP1 BP2  | \$<br>\$                           |
|                                     | B. Ba            | ase Mix<br>Base   | \$                                 |
| <b>).</b>                           | Cold             | Mix Asphalt   |                                    |
|                                     | A.               | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$                                 |
|                                     | В.               | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                                 |
| ist A                               | any Aspl         | halt Mix Deviations or Manufacturing Issues Tha                                       | at Are Anticipated For This Month: |



## **VENDOR RESPONSE SHEET FOR SJUNE 1, 2012 – JUNE 30, 2012**

| Plant Location:  |   |                                   |
|--|---|-----------------------------------|
| BITUMINOUS ASP. ESTIMATED QUAN Boone County: City of Columbia: City of Ashland: City of Centralia: City of Hallsville: |   |                                   |
| PRICE BREAKDOV   | VN .  |                                   |
| . Plant Mixed l  | Hot Asphalt, F.O.B. Plant   | Cost Per Ton                      |
| A. Surface Min<br>BP1<br>BP2<br>B. Base Mix  | x   | \$<br>\$                          |
| Base   |   | \$                                |
| . Cold Mix Asp   | halt  |                                   |
|  | nix with anti-stripping agent: eximately 600 tons.  Cost per ton at Plant         | \$·                               |
|  | Cold Mix (Unique Paving Material):<br>ximately 500 tons.<br>Cost per ton at Plant | \$                                |
|  | Deviations or Manufacturing Issues Tha  | t Are Anticipated For This Month: |

5/10/2011



| VENDOR:<br>Will you honor the stated bid prices within for purchase<br>who participate in the Mid-Missouri Public Purchase Coo | e by the incorporated cities and Special Road District of Boone County operative?   |
|--|---|
| 1 0 \  | or NO ative purchasing for entities other then Boone County and City of   |
| By submission of this bid, the vendor certifies that they a ("Missouri Domestic Products Procurement Act") of the I            | are in compliance with section 34.353 and, if applicable, section 34.359 Revised Statutes of Missouri, 1987.                                      |
|  | or services as specified at the prices and terms stated and in strict<br>ral conditions of bidding which have been read and understood and all of |
| Proce a will be ready for pickup withinho  | ours/days after receipt of order  |
| Company Name:  | When Organized: When Incorporated:  |
| Address:  City/Zip:  | Exempt From Tax Reporting? Yes No   |
| Phone Number:  | Authorized Representative Signature   |
| Fax Number:  |   |
| Federal Tax ID:  ( ) Corporation ( ) Partnership - Name ( ) Individual/Proprietorship - Individual Name:                       | Print Name and Title of Authorized Representative   |
| ( ) Other (Specify)  |   |
| Contractor Contact responsible for communications wit ontract (i.e. plant shutdown, product availability, changes              | th the entity regarding contractor's ability to fulfill obligations of this in plant mixes, etc).   |
| ame:   | Phone:  |
| d s:   | Fax:  |

4M60 21 5/10/2011

E-mail:



#### "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 Cooperative vendor list <u>for</u> <u>this service/commodity</u>, 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: MM60 - Hot Bituminous Asphalt - Term and Supply

| Business Name:             | <del>.</del> |      |
|----------------------------|--------------|------|
| Address:                   |              |      |
|                            |              |      |
|                            |              |      |
| Telephone:                 |              |      |
| Contact:                   |              |      |
| Date:                      |              |      |
| Reason(s) for not bidding: |              |      |
|                            |              | <br> |
|                            |              |      |

Commission Order # <u>238-20</u>/

# PURCHASE AGREEMENT FOR HOT BITUMINOUS MATERIAL TERM AND SUPPLY

| THIS AGREEMENT dated the                        | day of               | 2011 is made between              |
|---|----------------------|-----------------------------------|
| Boone County, Missouri, a political subdivision | on of the State of I | Missouri through the Boone County |
| Commission, herein "County" and Christense      | en Brothers Asph     | alt 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 Hot Bituminous Material, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number MM60, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the unexecuted Response/Pricing Page, as well as the Contractor's bid response executed by Kenny Knipp on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Hot Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This initial agreement term shall be for the period of July 01, 2011 through June 30, 2012, subject to the provisions for termination specified. This agreement may be extended beyond the expiration date by optional renewal through June 30, 2014, subject to the pricing clauses in the Bid Documents and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Hot Bituminous Materials as set forth in the bid documents. The items shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's monthly bid price response.
- **4.** *Delivery* Contractor agrees to deliver the items as specified in the bid documents. All deliveries are to be FOB destination.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 6. Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain in full force and effect.
- 7. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- **8.** *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

| CHRISTENSEN BROTHERS CONSTRUCTION  | BOONE COUNTY            | Y, MISSOURI                 |
|--|-------------------------|-----------------------------|
| by   | by: Boone County        | Commission                  |
| title  | Zoward                  | M                           |
| address  | Edward H. Kobb, F.      | residing Commissioner       |
|  |                         |                             |
| APPROVED AS TO FORM:   | ATTEST:                 |                             |
| A Mouse  | Werdy 5.N               | odn CC                      |
| County Counselor   | Wendy S. Woren, Čo      | ounty Clerk                 |
| AUDITOR CERTIFICATION  |                         |                             |
| In accordance with RSMo 50.660, I hereby certify that a exists and is available to satisfy the obligation(s) arising contract is not required if the terms of this contract do not a contract do not required if the terms of the contract do not required if the terms of the contract do not required if the terms of the contract do not required if the terms of the contract do not required in the contract do not require the c | g from this contract. ( | Note: Certification of this |
| time.)   |                         |                             |
| The State Local  |                         | 0/26000 Term/Supply         |
| Signature by af  | Date                    | Appropriation Account       |



| VENDOR: Will you honor the stated bid prices within for purchase by who participate in the Mid-Missouri Public Purchase Coopera                                 | the incorporated cities and Special Road District of Boone County tive?   |
|---|---|
| Cooperative Purchasing? (circle one)  YES or  | NO purchasing for entities other then Boone County and City of  |
| ("Missouri Domestic Products Procurement Act") of the Revis   | a compliance with section 34.353 and, if applicable, section 34.359 and Statutes of Missouri, 1987.  Pervices as specified at the prices and terms stated and in strict |
| accordance with the specifications, instructions and general co which are made a part of this order.  when Plant is duct will be ready for pickup within hours. | nditions of bidding which have been read and understood and all of  |
| Company Name: CHRISTENSEN BROTHERS AST  | When Organized: 2004 When Incorporated:   |
| Address: 2505 County Road 269 City/Zip: 0   | Exempt From Tax Reporting? YesNoX   |
| City/Zip: Columbia, M0 65202  Phone Number: 573-814-3308  Fax Number: 573-814-0403  | Authorized Representative Signature   |
| Federal Tax ID: O3-0536/54  ( ) Corporation ( ) Partnership - Name ( ) Individual/Proprietorship - Individual Name:   | Print Name and Title of Authorized Representative  KENNY KNIP- BUSINETS MGR   |
| Other (Specify)  Contractor Contact responsible for communications with the   | Date: 5/20/11 entity regarding contractor's ability to fulfill obligations of this  |
| contract (i.e. plant shutdown, product availability, changes in pl  | ant mixes, etc).  |
| Name: KENNY KNIPP<br>Address: 2505 County Road 269<br>Co Cumbia, MO 65202   | Phone: 814-3308  Fax: 814-0403  E-mail: KENNY @ CHRISTENSENASPHALT. COM   |

## REQUEST FOR BID

|  | Bid No.:   |
|--|--|
|  | ( <u>MM 60</u> )                                     |
|  | Date of Bid:   |
|  | (May 04, 2011)                                       |
| Buyer Contact Name: Tyson Boldan Phone Number: (573) 886-4392  |  |
|  | Bid Closing:   |
|  | <u>Date: May 23, 2011</u><br><u>Time: 10:00 A.M.</u> |
| or lities or Service Requested: Hot Bituminous Asphalt - Term and Supply .                                   |  |
| lease submit your bid prior to the date and time for Bid Closing as specified above to the following office: |  |
| Boone County Purchasing  |  |
| 601 E. Walnut, Room 209 .  |  |
| Columbia, MO 65201 .   |  |
| Phone: (573) 886-4392  Fax: (573) 886-4390  E-mail: tboldan@boonecountymo.org                                |  |

#### INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members o create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

- Bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
- Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement, bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason.
- Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
- Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
  - The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Award of contract(s) will be made to all bidders who are responsive and responsible. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing received). Any award of a contract will be made by written notification from the Cooperative.
    - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
    - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
    - c. The Cooperative reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul Hot Asphalt at the prices indicated in its bid in the event of such contingency. The Cooperative will award a primary contractor and may also award secondary contractors.
- Oo not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.

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- 7. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.
- 3. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the Cooperative Member Agency that issued the purchase order.
- In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
- 0. Prices must be stated in units of quantity specified, must be firm, and must be in accordance with the Vendor Response Sheet for the month in which the service or product was requested.

#### 1. RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request.

- a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
- b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.

#### 2. WITHDRAWAL OF BIDS:

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

- a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
- b. Withdrawal: Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

- 3. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the Bidder for re-submittal at the new date and time of bid closing.
- **Advice of Award -** A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.

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#### **GENERAL PROVISIONS**

#### 1. **BID RESPONSE:**

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the "No Bid Response Form" will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

#### BID ACCEPTANCE:

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

#### OSHA COMPLIANCE:

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

#### **INSPECTION AND ACCEPTANCE:**

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

#### **VARIATION IN QUANTITY:**

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

#### **COMMERCIAL WARRANTY:**

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

#### **DISCOUNTS:**

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

#### PATENT AND COPYRIGHT:

- a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
- b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

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#### 9. **DISPUTES:**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

#### 10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

#### 11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

#### 2. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier agrees to furnish all of the needs of the various Cooperative Member Agencies for the supplies, materials, equipment, and services set forth in the quotation for the contract period in accordance with the prices bid at the beginning of each month for the month in which the supplies, materials, equipment, and services are requested.

#### 3. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

#### 4. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### 5. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

#### 6. **DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

#### 7. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

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#### 18. EQUAL OPPORTUNITY:

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

#### 19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

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#### SPECIFICATIONS for HOT BITUMINOUS ASPHALT MIX

The Mid-Missouri Public Purchasing Cooperative wishes to purchase bituminous asphalt mixtures for use in road maintenance programs. Entities participating in this Request for Bid include the County of Boone, City of Columbia, City of Hallsville, City of Ashland and the City of Centralia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders. The Contractor(s) shall provide the asphalt materials listed below, as needed. The Term and Supply Contract period shall be from July 1, 2011 through June 30, 2012 and may be renewed annually through June 30, 2014 unless canceled by the Purchasing Director in writing prior to a renewal term.

Pricing may be revised by Contractor on a monthly basis by submitting the attached quote forms by the end of the month. As soon as the Contractor finds out the price of the material for the next one month period, they shall submit the quote form to the County. For example, if the Contractor can determine the September pricing in the third week of August, then in August, they submit the September quote form to the County by fax to (573) 875-1602 or e-mail MGreen@boonecountymo.org. Pricing MUST by submitted by the last Monday of the month, 4:00 p.m. in order to allow distribution by the County to all nember agencies. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing received).

The 'xes will be used for wedge coats generally not exceeding 1 1/2" in thickness (Base mix), a surface or wearing lift generally not exceeding 1" in thickness (BP-1, BP-2). The major portion of mix purchased will be for surface or wearing lifts.

The mixes shall be of a "commercial" grade or the mixes commonly made at the plant. Bidder shall provide the characteristics of he mixes proposed in their bid.

The quantities listed are estimated annual quantities for the award period. The entities reserve the right to increase/decrease the quantities shown in order to meet its operating requirements.

Bids will be evaluated on the basis of total "in-place" cost as established from historical cost data compiled by the City of Columbia and/or Boone County. Bids will not be awarded solely on the lowest price per ton. The County will take into consideration material availability, manufacturing capability and monthly price per ton.

The total prices quoted shall include all overhead, labor, heating, depreciation, and any other costs associated with the roduction. The Contractor shall bill each entity separately. In addition, the Bidder offering the lowest and best bid may be equired to provide a mix formula for each product in their bid response prior to bid award.

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#### SPECIAL CONDITIONS

The participating entities reserve the right to inspect and/or take samples from the bidder's plant or at job sites during the bid valuation process or at any time during the contract period to assure compliance with County and/or State specifications for sphalt.

sidders must be capable of producing for pickup approximately 1,400 tons of Hot Mix per day. Normal daily usage averages pproximately 75 tons per day.

all receipts must be identified with the appropriate Entity, Department or Division, job site, signed by an employee, and a copy urnished to the employee.

he Contractor shall be responsible for assuring Entity(s) employee's identity prior to issuing material. The Entity(s) will not be esponsible for material issued to persons not properly identified as Entity(s) employees.

ems included in any other specific contracts are excluded from this purchase order and/or contract. If any question or doubt rises in this area, the Entity(s) shall be contacted for clarification.

- . Blanket orders may be issued as authority to purchase in compliance with the bid award.
- . Purchase orders showing actual line items may also be issued against this contract.
- . Purchase orders may be issued to more than one company in case of a plant breakdown. This will eliminate obtaining a pecial purchase order in the event of an emergency.

your firm is not willing to supply materials as a back-up supplier at the monthly contract price, this should be clearly indicated.

ach Entity may require asphalt on not more than six (6) Saturdays during the paving season covered by this quotation. The laterial must be available to the Entity(s) at the prices bid provided the Entity(s) furnishes at least three (3) days prior notice to le bidder.

he Contractor shall designate a person within the organization to be responsible for communications with the Entity(s). This erson shall notify the Entity(s) of any problems that affect the bidder's ability to fulfill the obligations of this agreement. otifications shall include but not be limited to items such as plant shutdown, plant capacity fully allocated to other projects, ranges in plant mixes, etc. Notifications may be verbal but shall be at least 48 hours in advance of any time which material will ot be available to the Entity(s). Entity designees will be identified when the contract or blanket purchase orders are issued.

the person designated by the bidder is to be unavailable for any period of time, the Entity(s) shall be notified of this navailability and an alternate contact person for the bidder shall be designated.



## VENDOR RESPONSE SHEET FOR JULY 1, 2011 – JULY 31, 2011

| Plant Location | n:  |                                      |
|----------------|---|--------------------------------------|
|                | abia: 5,000 Tons<br>ad: 75 Tons<br>alia:  |                                      |
| PRICE BREA     | KDOWN   |                                      |
| . Plant N      | Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                         |
| A. Surf        | Face Mix<br>BP1<br>BP2  | \$<br>\$                             |
| B. Base        | e Mix<br>Base \$_   |                                      |
| . Cold M       | lix Asphalt   |                                      |
|                | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$                                   |
|                | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                                   |
| ist Any Asphal | t Mix Deviations or Manufacturing Issues  | That Are Anticipated For This Month: |
|                |   |                                      |

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## VENDOR RESPONSE SHEET FOR AUGUST 1, 2011 – AUGUST 31, 2011

| Plar                                       | ıt Locat                  | tion:  |   |                                     |
|--|---------------------------|--|---|-------------------------------------|
| BIT<br>EST<br>Book<br>City<br>City<br>City | UMINC<br>IMATE<br>ne Cour | DUS ASP<br>ED QUAI<br>nty:<br>ımbia:<br>land:<br>tralia: | HALT HOT MIX<br>NTITIES   |                                     |
| PRIC                                       | CE BRE                    | EAKDOV   | VN  |                                     |
| 1.   | Plan                      | t Mixed  | Hot Asphalt, F.O.B. Plant   | Cost Per Ton                        |
|  | A. Sı                     | urface Mi<br>BP1<br>BP2                                  | x   | \$<br>\$                            |
|  | B. Ba                     | ase Mix<br>Base  | \$_   |                                     |
| )<br>f=                                    | Cold                      | Mix Asp  | halt  |                                     |
|  | A.                        |  | nix with anti-stripping agent:<br>eximately 600 tons.<br>Cost per ton at Plant    | \$                                  |
|  | В.                        |  | Cold Mix (Unique Paving Material):<br>ximately 500 tons.<br>Cost per ton at Plant | \$                                  |
| ist A                                      | ny Asph                   | nalt Mix I   | Deviations or Manufacturing Issues T  | hat Are Anticipated For This Month: |



## VENDOR RESPONSE SHEET FOR SEPTEMBER 1, 2011 – SEPTEMBER 30, 2011

| EST<br>Boor<br>City<br>City<br>City | IMATE<br>ie Cour | mbia: 5,000 Tons<br>and: 75 Tons<br>ralia:  |                                    |
|-------------------------------------|------------------|---|------------------------------------|
| RIC                                 | CE BRE           | CAKDOWN   |                                    |
| •                                   | Plan             | t Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                       |
|                                     | A. St            | urface Mix<br>BP1<br>BP2  | \$<br>\$                           |
|                                     | B. Ba            | ase Mix<br>Base   | \$                                 |
|                                     | Cold             | Mix Asphalt   |                                    |
|                                     | A.               | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$                                 |
|                                     | В.               | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                                 |
| st A                                | ny Aspl          | nalt Mix Deviations or Manufacturing Issues Tha                                       | at Are Anticipated For This Month: |

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## VENDOR RESPONSE SHEET FOR OCTOBER 1, 2011 – OCTOBER 31, 2011

| EST<br>Bood<br>City<br>City<br>City | IMATEI<br>1e Count | nbia: 5,000 Tons<br>and: 75 Tons<br>ralia:  |                                   |
|-------------------------------------|--------------------|---|-----------------------------------|
| RIC                                 | CE BRE             | AKDOWN  |                                   |
| •                                   | Plant              | Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                      |
|                                     | A. Su              | rface Mix<br>BP1<br>BP2   | \$<br>\$                          |
|                                     | B. Bas             | se Mix<br>Base  | \$                                |
|                                     | Cold I             | Mix Asphalt   |                                   |
|                                     | A.                 | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$                                |
|                                     | B.                 | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                                |
| st A                                | ny Aspha           | alt Mix Deviations or Manufacturing Issues Tha  | t Are Anticipated For This Month: |



#### **VENDOR RESPONSE SHEET FOR NOVEMBER 1, 2011 – NOVEMBER 30, 2011**

| Plant  | Location        | n:  | _                                  |
|--|-----------------|---|------------------------------------|
| ESTING Boone City of C | MATED<br>County | bia: 5,000 Tons<br>id: 75 Tons<br>ilia:   |                                    |
| ?RIC   | E BREA          | KDOWN   |                                    |
| l.   | Plant N         | Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                       |
|  | A. Surf         | ace Mix BP1 BP2   | \$<br>\$                           |
|  | B. Base         |   |                                    |
|  |                 | Base  | \$                                 |
| •  | Cold M          | lix Asphalt   |                                    |
|  |                 | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | \$                                 |
|  |                 | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                                 |
| ist Any  | y Asphal        | t Mix Deviations or Manufacturing Issues Th   | at Are Anticipated For This Month: |



#### VENDOR RESPONSE SHEET FOR DECEMBER 1, 2011 – DECEMBER 31, 2011

| Plant                              | Location | : <u></u>  | _                                  |
|------------------------------------|----------|--|------------------------------------|
| ESTII<br>Boone<br>City o<br>City o |          | oia: 5,000 Tons<br>l: 75 Tons<br>ia:   |                                    |
| PRIC                               | E BREAI  | KDOWN  |                                    |
| l.                                 | Plant M  | lixed Hot Asphalt, F.O.B. Plant  | Cost Per Ton                       |
|                                    | B. Base  | BP1<br>BP2   | \$<br>\$<br>\$                     |
| i<br>I•                            | Cold Mi  | x Asphalt  |                                    |
|                                    |          | Cold-mix with anti-stripping agent:<br>Approximately 600 tons.<br>Cost per ton at Plant    | <b>\$</b>                          |
|                                    |          | JPM Cold Mix (Unique Paving Material):<br>Approximately 500 tons.<br>Cost per ton at Plant | <b>\$</b>                          |
| ist An                             |          | Mix Deviations or Manufacturing Issues Th  | at Are Anticipated For This Month: |
|                                    |          |  |                                    |



#### **VENDOR RESPONSE SHEET FOR JANUARY 1, 2012 – JANUARY 31, 2012**

| Plant Location:  |   |                                    |
|--|---|------------------------------------|
| BITUMINOUS ASP. ESTIMATED QUAN Boone County: City of Columbia: City of Ashland: City of Centralia: City of Hallsville: | NTITIES<br>1,500 Tons   |                                    |
| 'RICE BREAKDOV   | VN  |                                    |
| . Plant Mixed I  | Hot Asphalt, F.O.B. Plant   | Cost Per Ton                       |
| A. Surface Mi<br>BP1<br>BP2  | x   | \$<br>\$                           |
| В. Base Mix<br>Base  |   | <b>\$</b>                          |
| . Cold Mix Asp   | halt  |                                    |
|  | nix with anti-stripping agent:<br>eximately 600 tons.<br>Cost per ton at Plant    | \$                                 |
|  | Cold Mix (Unique Paving Material):<br>ximately 500 tons.<br>Cost per ton at Plant | \$                                 |
| ist Any Asphalt Mix I  | Deviations or Manufacturing Issues Tha  | at Are Anticipated For This Month: |



#### VENDOR RESPONSE SHEET FOR FEBRYARY 1, 2012 – FEBRUARY 29, 2012

| BITUMINOUS ASPHALT HOT MIX ESTIMATED QUANTITIES Boone County: 1,500 Tons City of Columbia: 5,000 Tons City of Ashland: 75 Tons City of Centralia: City of Hallsville:  PRICE BREAKDOWN  A. Surface Mix BP1 BP2 B. Base Mix Base  B. Base Mix Base S |
|---|
| A. Surface Mix BP1 BP2  B. Base Mix  Base Mix  Cost Per Ton  Cost Per Ton   |
| A. Surface Mix  BP1   |
| BP1   |
|   |
| NASC X  |
| . Cold Mix Asphalt  |
|   |
| A. Cold-mix with anti-stripping agent: -Approximately 600 tons.   |
| Cost per ton at Plant \$  |
| B. UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant \$   |
| ist Any Asphalt Mix Deviations or Manufacturing Issues That Are Anticipated For This Month:   |
|   |



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#### MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

#### **VENDOR RESPONSE SHEET FOR MARCH 1, 2012 – MARCH 31, 2012**

| Plant Location:  |   |                                    |
|--|---|------------------------------------|
| BITUMINOUS ASPE<br>ESTIMATED QUAN<br>Boone County:<br>City of Columbia:<br>City of Ashland:<br>City of Centralia:<br>City of Hallsville: |   |                                    |
| PRICE BREAKDOW   | N   |                                    |
| . Plant Mixed H  | ot Asphalt, F.O.B. Plant  | Cost Per Ton                       |
| A. Surface Mix<br>BP1<br>BP2   |   | \$<br>\$                           |
| B. Base Mix<br>Base  |   | <b>\$</b>                          |
| . Cold Mix Asph  | alt   |                                    |
| -Approx  | ix with anti-stripping agent:<br>cimately 600 tons.<br>Cost per ton at Plant    | \$                                 |
| -Approx  | old Mix (Unique Paving Material):<br>imately 500 tons.<br>Cost per ton at Plant | \$                                 |
| ist Any Asphalt Mix Do   | eviations or Manufacturing Issues Tha   | at Are Anticipated For This Month: |

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## **VENDOR RESPONSE SHEET FOR APRIL 1, 2012 – APRIL 30, 2012**

| Plant                              | Location          | n:  |                                 |
|------------------------------------|-------------------|---|---------------------------------|
| ESTI<br>Boon<br>City of<br>City of | MATED<br>e County | bia: 5,000 Tons<br>id: 75 Tons<br>ilia:   |                                 |
| PRIC                               | E BREA            | KDOWN   |                                 |
| l <b>.</b>                         | Plant N           | Mixed Hot Asphalt, F.O.B. Plant   | Cost Per Ton                    |
|                                    | A. Surf           | ace Mix<br>BP1<br>BP2   | \$<br>\$                        |
|                                    | B. Base           | Mix<br>Base   | <b>\$</b>                       |
| <b>!.</b>                          | Cold M            | lix Asphalt   |                                 |
|                                    |                   | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant    | <b>\$</b>                       |
|                                    |                   | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$                              |
| ist An                             | y Asphal          | t Mix Deviations or Manufacturing Issues That   | Are Anticipated For This Month: |
|                                    |                   |   |                                 |

IM60 18 6/15/2011



## **VENDOR RESPONSE SHEET FOR MAY 1, 2012 – MAY 31, 2012**

| Plant                               | Location:                             |   |                                   |
|-------------------------------------|---------------------------------------|---|-----------------------------------|
| Boone<br>City o<br>City o<br>City o | MATED QUA<br>County:                  | PHALT HOT MIX NTITIES 1,500 Tons 5,000 Tons 75 Tons   |                                   |
| PRIC                                | E BREAKDO                             | WN  |                                   |
| l.                                  | Plant Mixed                           | Hot Asphalt, F.O.B. Plant   | Cost Per Ton                      |
|                                     | A. Surface M BP1 BP2 B. Base Mix Base | ix  | \$<br>\$<br>\$                    |
| ;<br>•                              | Cold Mix As                           | phalt   |                                   |
|                                     | -Appr<br>B. UPM                       | mix with anti-stripping agent: roximately 600 tons. Cost per ton at Plant  Cold Mix (Unique Paving Material): oximately 500 tons. Cost per ton at Plant | \$<br>\$                          |
| ist Any                             | y Asphalt Mix                         | Deviations or Manufacturing Issues Tha  | t Are Anticipated For This Month: |



#### **VENDOR RESPONSE SHEET FOR SJUNE 1, 2012 – JUNE 30, 2012**

| Plant Location:              |  |                                    |
|------------------------------|--|------------------------------------|
| City of Columbia: 5,00       |  |                                    |
| PRICE BREAKDOWN              |  |                                    |
| . Plant Mixed Hot A          | sphalt, F.O.B. Plant   | Cost Per Ton                       |
| A. Surface Mix<br>BP1<br>BP2 |  | \$<br>\$                           |
| B. Base Mix<br>Base          |  | <b>\$</b>                          |
| . Cold Mix Asphalt           |  |                                    |
| -Approximat                  | th anti-stripping agent:<br>tely 600 tons.<br>per ton at Plant     | \$                                 |
| -Approximate                 | Mix (Unique Paving Material):<br>ely 500 tons.<br>per ton at Plant | \$                                 |
| ist Any Asphalt Mix Deviati  | ions or Manufacturing Issues Tha                                   | at Are Anticipated For This Month: |

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/ENDOR:

## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

| vho participate in the Mid-Missouri Public Purchase Coop   |   |
|--|---|
| Columbia:  | r NO ive purchasing for entities other then Boone County and City of  |
| ly submission of this bid, the vendor certifies that they ar 'Missouri Domestic Products Procurement Act") of the Re | re in compliance with section 34.353 and, if applicable, section 34.359 evised Statutes of Missouri, 1987.                                  |
|  | r services as specified at the prices and terms stated and in strict l conditions of bidding which have been read and understood and all of |
| Company Name:  | When Organized:   |
| Address:   | When Incorporated:  Exempt From Tax Reporting? Yes No   |
| City/Zip:  Phone Number:   | Authorized Representative Signature   |
| Fax Number:  |   |
| Federal Tax ID:  ( ) Corporation ( ) Partnership - Name ( ) Individual/Proprietorship - Individual Name:             | Print Name and Title of Authorized Representative   |
|  | Date:   |
| ontractor Contact responsible for communications with intract (i.e. plant shutdown, product availability, changes in | the entity regarding contractor's ability to fulfill obligations of this n plant mixes, etc).   |
| ame:   | Phone:  |
| d <i>d</i>   | Fax:<br>E-mail:   |

21

6/15/2011



#### "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 Cooperative vendor list <u>for</u> <u>this service/commodity</u>, 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: MM60 - Hot Bituminous Asphalt - Term and Supply

| Business Name:             |
|----------------------------|
| Address:                   |
|                            |
|                            |
| Telephone:                 |
| Contact:                   |
| Date:                      |
| Reason(s) for not bidding: |
|                            |
|                            |

## **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI        | 1                         | June Session of the April A | Adjourned |      | Term. 20 | 11 |
|--------------------------|---------------------------|-----------------------------|-----------|------|----------|----|
| County of Boone          | ea.                       |                             |           |      |          |    |
| In the County Commission | on of said county, on the | 23 <sup>rd</sup>            | day of    | June | 20       | 11 |

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached *Letters of Authorization*. The letter is "authorization to obtain information only" from our telecommunication and utility vendors to allow them to analyze and evaluate our accounts.

Done this 23<sup>rd</sup> day of June, 2011.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Edward H. Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

## **Boone County Purchasing**

Melinda Bobbitt, CPPB Director



601 E.Walnut, Rm. 208 Columbia, MO 65201 Phone: (573) 886-4391

Fax: (573) 886-4390

#### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Melinda Bobbitt, CPPB

DATE:

June 16, 2011

RE:

Letter of Authorization – TelePlus Solutions Corporation and AuditHead,

LLC

Attached are *Letters of Authorization* needed for the awarded Contractors from bid 36-17AUG10 – Telephone Billing Audit and Other Metered Services. This award was approved on Commission Order 570-2010.

The letter is "authorization to obtain information only" from our telecommunication and utility vendors to allow them to analyze and evaluate our accounts.

ATTACHMENT:

Letter of Agency/Authorization

cc:

Contract File

# **Boone County Purchasing**

Melinda Bobbitt, CPPB Director



601 E.Walnut, Rm. 208 Columbia, MO 65201 Phone: (573) 886-4391

Fax: (573) 886-4390

| <del></del>  |   |
|--|---|
| June 21, 2011  |   |
| TO:  |   |
| RE: Authorization to Obtain Information O  | Only  |
| TO: Whom It May Concern  |   |
| This is to advise that Boone County has engag and agent on our behalf concerning our telecon   |   |
| This letter authorizes you to disclose account he Solutions Corp regarding our telecommunical information they need to access our information passwords. Teleplus Solutions Corp is not an | ation services, including giving them any on online, such as reports, user ID and |
| Your cooperation in assisting their staff would  | l be greatly appreciated.   |
| This written authorization, unless amended in period of thirty-six (36) months (June 21, 2014 organization.  | C.  |
| BOONE COUNTY, MISSOURI By: Boone County Commission  Edward H. Robb, Presiding Commissioner   |   |
| APPROVED AS TO FORM:   | ATTEST:   |
| County Counselor   | Wendy S. Noren, County Clerk  |

# **Boone County Purchasing**

Melinda Bobbitt, CPPB Director



601 E.Walnut, Rm. 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

| June 2      | 21, 2011  |                                     |
|-------------|---|-------------------------------------|
| TO:         |   |                                     |
| RE:         | Authorization to Obtain Information Only  |                                     |
| TO:         | Whom It May Concern   |                                     |
|             | s to advise that Boone County has engaged A on our behalf concerning our utility services.  |                                     |
| LLC raccess | etter authorizes you to disclose account histor<br>regarding our <b>utility services</b> , including givin<br>our information online, such as reports, user<br>authorized to make changes to our account. | g them any information they need to |
| Your c      | cooperation in assisting their staff would be g   | reatly appreciated.                 |
|             | written authorization, unless amended in writing of thirty-six (36) months (June 21, 2014) for zation.  | •                                   |
| By: Bo      | NE COUNTY, MISSOURI Doone County Commission  d H. Robb, Presiding Commissioner  |                                     |
| APPRO       | OVED AS TO FORM:  Course or   | ATTEST:  Wedy L Nore, County Clerk  |