

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term, 2020

County of Boone

In the County Commission of said county, on the

6th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached 2020 Juvenile Detention Alternatives Initiative (JDAI) Grant application submitted by the Juvenile Justice Center.

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parr
Fred J. Parr
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative

The Office of State Courts Administrator (OSCA) has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives (JDAI). Awards of up to \$500.00 per JDAI site is available for expenses not covered by Title II, county funds or other JDAI awards. Additional funds may be requested as needed and if funding is available. Sites should have a current work plan with actionable items. Funding is available for the time period of February 15, 2020 - October 15, 2020. Requested funds shall be related to desired accomplishments in the site work plan. Due to limited funding the awards are competitive and all requests may not be funded. Please review your funding request and current site work plan with the JDAI State Coordinator prior to submission. The plans shall specifically address one or more of the JDAI core strategies: 1) Collaboration, 2) Use of accurate data, 3) Objective admissions, 4) New or enhanced non-secure alternatives to detention, 5) Case processing reforms, 6) Special detention cases, 7) Reducing racial disparities, or 8) Improving conditions of confinement

Budget Request

1) Please break down your funding request to ensure efficient use of the funds requested:

| Budget Line Item | Approximate Cost | Budget Line Item | Approximate Cost |
|--|------------------|------------------|------------------|
| LifeSkills Training-High School Program | \$95.00 | | |
| LifeSkills Training-Transitions Program | \$95.00 | | |
| Building Safe & Healthy Relationship Pro | \$199.95 | | |
| Making Healthy Choices Program | \$59.95 | | |

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives and be specific on how the funds will be used.

See attached.

2. Provide a timeline and description of how the funding will be used.

See attached.

This section to be completed by OSCA

Yes No

- | | | |
|---|--|--|
| 1. Does this request fall within the scope of the Annie E. Casey Foundation approval? | | |
| 2. Does this request meet OSCA's requirements for uses of these grant funds? | | |
| 3. Does it state awarded funds will be expended and billed to OSCA by September 15, 2020? | | |
| 4. Did the request include special terms or conditions and are they attached? | | |

Authorization (please print your name as well as your signature)

| | | |
|---------|-----------------------------------|------|
| Circuit | Presiding Judge | Date |
| OSCA | Deputy State Courts Administrator | Date |

Return to: Office of State Courts Administrator, Contracts Section
P.O. Box 104480, Jefferson City, MO 65110-4480

1. The Robert L. Perry Juvenile Justice Center wants to continue to focus on improving the conditions of confinement. The following skill-building programming could be delivered to youth at the detention facility and provide youth with the opportunity to build skills, have an education conversation about choices and outcomes, and the ability to demonstrate the learned skills while at the facility. The following is a detailed description of the requested programming.

Botvin LifeSkills Training programs are evidence-based programs that target youth facing substance abuse, violence, risk-taking behaviors, and other unhealthy choices. The training programs promote healthy alternatives to risky behaviors through activities designed to help youth resist social pressures, develop greater self-esteem and self-confidence, effectively cope with social anxiety, increase knowledge regarding long-term consequences of choices, and enhance cognitive and behavioral competencies to reduce and prevent a variety of risky behaviors.

The LifeSkills Training-High School Program is a highly interactive, skills-based program designed for high school aged youth navigating the challenges faced during these formative years. The programming uses developmentally appropriate, collaborative strategies to help youth achieve competency in the skills that have been found to reduce and prevent risky behaviors such as substance use and violence. Additionally, the programming focuses on personal self-management skills, general social skills, and drug resistance skills. The programming consists of 10 lesson plans, with a teacher's manual, youth workbooks, and a companion website.

The LifeSkills Training-Transitions Program is a highly interactive, skills-based program designed to assist older youth navigate from high school to the workforce and higher education. The programming focuses on skills for healthy decision-making, managing stress, and managing time and money. Additionally, skill building occurs in communications and building healthy relationships. The programming consists of 6 lesson plans, with a teacher's manual and youth workbooks.

Dating for Real: Building Safe and Healthy Relationships Program is a 3-part video series that uses imagery, documentary interviews, and acted-out dramas to inform youth about the elements of healthy relationships, violence, and abuse in relationships. This programming includes the DVDs, teacher's resource book, and pre/post tests.

Making Healthy Choices Program is a video that teaches youth how to weigh all the possibilities of their choices before taking action, as well as understanding the importance of making good decisions and examining possible consequences. This programming includes the DVD, teachers' resource book, and pre/post tests.

The Robert L. Perry Juvenile Justice Center would like to provide these programs to both pre-adjudicated and post-adjudicated youth. The facility will soon be populated with older youth and post-certified youth, and addressing their needs and skill building by providing this evidence-based program would be a great benefit.

2. Upon being awarded the funds, the programming materials will be purchased. Training with staff assigned to provide the program will occur upon receiving the materials. The High School Program is 10 sessions, the Transitions Program is 6 sessions, and there are 4 sessions between the 2 DVD programs.

The intent is to offer 1 High School Program session per week, as well as 1 session per week in the other programs. Thus, providing 2 LifeSkills programs each week to the residents.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

6th

day of

August

20 20

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

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for E. Dale and Patricia Layos on behalf of Katina and John Anderson for a Riding School and Equine Boarding Facility for more than six animals on 18.27 acres at 8101 E. Highway WW, Columbia, Missouri.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Order of Approval.

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Resource Management and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: E. Dale and Patricia Layos on behalf of Katina and John Anderson

ADDRESS: 8101 E. Highway WW, Columbia MO

LEGAL DESCRIPTION: As described in Exhibit A of the Missouri General Warranty Deed recorded in Book 5080 Page 177, Records of Boone County Missouri.

TAX PARCEL: 17-600-24-00-011.00

ZONING: A-1 Agriculture

DATE APPROVED: July 28, 2020

CONDITIONAL USE: Equine Boarding Facility for more than six animals on a minimum 10-acre tract, and Riding School.

CONDITIONS OF APPROVAL:

- a) The number of horses boarded at this facility shall be limited to 12. This number does not include horses owned by the operators. Expansion of the boarding space will require the services of a design professional to design the structure.
- b) Hours of operation of the riding school shall be limited to
 - a. 12:00 noon to 7:15 PM, Monday through Friday.
 - b. On the weekend, the riding school will be limited to daytime hours only:
 - i. 6:00AM to 9:00 PM Central Daylight Time, April through October and,
 - ii. 6:00AM to 7:00PM Central Standard Time, November through March.
- c) When the proposed covered riding arena is constructed a dust control plan shall be implemented addressing the approach to WW and first 100' of the driveway off of Highway WW. The plan shall require a dust-free standard which may include the regular use of magnesium chloride or other dust control measures.
- d) When the proposed covered riding arena is constructed, a sufficient number of dust-free parking spaces, minimum chip & seal, as necessary to comply with the Americans with Disabilities Act shall be constructed as part of the project.
- e) A waste handling plan shall be submitted to the Director of Resource Management to ensure waste material shall be disposed of in an appropriate manner so as to create no impact to adjacent properties.

VOID DATE: Void if not used for a 12-month period.

EXPIRATION DATE: N/A

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August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

6th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 28-09JUL20 – Waters Edge Drainage Improvements – Phase II – 2020 to Plan B Development, LLC.

Terms of the award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: July 28, 2020
RE: 28-09JUL20 – Waters Edge Drainage Improvements – Phase II - 2020

28-09JUL20 – Waters Edge Drainage Improvements – Phase II – 2020 opened on July 9, 2020 with five bids received. Resource Management recommends award by lowest responsive bid to Plan B Development, LLC.

Cost of the contract is \$81,722.00. There will be a 10% contingency of \$8,172.20 added for a Purchase Order total of \$89,894.20, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$130,000.

Attached is the bid tabulation for your review.

cc: Daniel Haid, Resource Management
Bid File

ATT: Bid tabulation

**28-09JUL20 - WATER'S EDGE DRAINAGE
IMPROVEMENTS - PHASE II 2020**

| BID TABULATION | | | Rensel Corporation | | Jeff Schnieders Const. Co., Inc. | | Plan B Development | | Stockman Construction Corp | | Fischer Grading LLC | |
|--|------|------|--------------------|---------------------|----------------------------------|--------------------|--------------------|--------------------|----------------------------|---------------------|---------------------|---------------------|
| Description | Qty. | Unit | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| MOBILIZATION | 1 | LS | \$7,150.00 | \$7,150.00 | \$2,850.00 | \$2,850.00 | \$10,000.00 | \$10,000.00 | \$11,500.00 | \$11,500.00 | \$10,000.00 | \$10,000.00 |
| TRAFFIC CONTROL | 1 | LS | \$2,100.00 | \$2,100.00 | \$1,300.00 | \$1,300.00 | \$2,500.00 | \$2,500.00 | \$2,200.00 | \$2,200.00 | \$4,000.00 | \$4,000.00 |
| EROSION CONTROL | 1 | LS | \$5,285.00 | \$5,285.00 | \$1,375.00 | \$1,375.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$6,500.00 | \$6,500.00 |
| CONSTRUCTION STAKING | 1 | LS | \$3,400.00 | \$3,400.00 | \$4,000.00 | \$4,000.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,800.00 | \$2,800.00 |
| REMOVAL & BACKFILL, STORMWATER | 1 | LS | \$5,530.00 | \$5,530.00 | \$2,430.00 | \$2,430.00 | \$2,000.00 | \$2,000.00 | \$5,000.00 | \$5,000.00 | \$10,000.00 | \$10,000.00 |
| CLEARING AND GRUBBING | 1 | LS | \$7,150.00 | \$7,150.00 | \$4,672.00 | \$4,672.00 | \$3,000.00 | \$3,000.00 | \$4,000.00 | \$4,000.00 | \$8,500.00 | \$8,500.00 |
| ROCK EXCAVATION | 60 | CY | \$225.00 | \$13,500.00 | \$100.00 | \$6,000.00 | \$150.00 | \$9,000.00 | \$190.00 | \$11,400.00 | \$100.00 | \$6,000.00 |
| 4x4' STORMWATER JUNCTION BOX | 2 | EA | \$4,425.00 | \$8,850.00 | \$4,400.00 | \$8,800.00 | \$4,000.00 | \$8,000.00 | \$5,000.00 | \$10,000.00 | \$6,160.00 | \$12,320.00 |
| 4.5x5' STORMWATER JUNCTION BOX | 2 | EA | \$5,100.00 | \$10,200.00 | \$5,040.00 | \$10,080.00 | \$5,000.00 | \$10,000.00 | \$6,000.00 | \$12,000.00 | \$6,710.00 | \$13,420.00 |
| 24" DIA. HP STORM PIPE | 146 | LF | \$85.40 | \$12,468.40 | \$125.00 | \$18,250.00 | \$70.00 | \$10,220.00 | \$105.00 | \$15,330.00 | \$190.00 | \$27,740.00 |
| 36" DIA. HP STORM PIPE | 111 | LF | \$113.75 | \$12,626.25 | \$159.00 | \$17,649.00 | \$90.00 | \$9,990.00 | \$140.00 | \$15,540.00 | \$235.00 | \$26,085.00 |
| 24" DIA. ALUMINIZED METAL FLARED END SECTION | 1 | EA | \$690.00 | \$690.00 | \$722.00 | \$722.00 | \$1,000.00 | \$1,000.00 | \$400.00 | \$400.00 | \$450.00 | \$450.00 |
| 36" DIA. ALUMINIZED METAL FLARED END SECTION | 1 | EA | \$1,325.00 | \$1,325.00 | \$1,404.00 | \$1,404.00 | \$1,200.00 | \$1,200.00 | \$900.00 | \$900.00 | \$5,000.00 | \$5,000.00 |
| FINISHED FILL & GRADING | 1 | LS | \$8,100.00 | \$8,100.00 | \$4,440.00 | \$4,440.00 | \$5,000.00 | \$5,000.00 | \$18,000.00 | \$18,000.00 | \$8,500.00 | \$8,500.00 |
| ROCK BLANKET W/ FILTER FABRIC | 24 | CY | \$87.50 | \$2,100.00 | \$45.00 | \$1,080.00 | \$100.00 | \$2,400.00 | \$130.00 | \$3,120.00 | \$65.00 | \$1,560.00 |
| RESTORATION | 489 | SY | \$8.75 | \$4,278.75 | \$10.00 | \$4,890.00 | \$8.00 | \$3,912.00 | \$20.00 | \$9,780.00 | \$18.00 | \$8,802.00 |
| Bid Total | | | | \$104,753.40 | | \$89,942.00 | | \$81,722.00 | | \$123,170.00 | | \$155,727.00 |
| Bid Response | | | | Y | | Y | | Y | | Y | | Y |
| Work Authorization Certification | | | | Y | | Y | | Y | | Y | | Y |
| Statement of Bidders Qualifications | | | | Y | | Y | | Y | | Y | | Y |
| Anti-Collusion Statement | | | | Y | | Y | | Y | | Y | | Y |
| Bid Bond | | | | Y | | Y | | Y | | Y | | Y |
| Signature and Identity of Bidder | | | | Y | | Y | | Y | | Y | | Y |
| Bidders Acknowledgment | | | | Y | | Y | | Y | | Y | | Y |

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Plan B Development, LLC.** (hereinafter referred to as the Contractor).

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

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

BID NUMBER 28-09JUL20- Waters Edge Drainage Improvements – Phase II - 2020

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

| <u>Description</u> | <u>Price</u> |
|---|---------------------------|
| <u>28-09JUL20- Waters Edge Drainage Improvements – Phase II - 2020</u> | <u>\$81,722.00</u> |
| TOTAL | \$81,722.00 |

The contract award for Boone County's **Waters Edge Drainage Improvements – Phase II – 2020** is to be **in the amount of \$81,722.00.**

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Individual Bidder Certification
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Sample Performance Bond,
- Sample Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications

Technical Specifications
Special Provisions / Project Notes
State Wage Rates-Annual Wage Order #26
Boone County Standard Terms and Conditions
Project Plans and/or Details
Notice to Proceed
Boone County Roadway Regulations Chapter II
MODOT Standard Specifications for Highway Construction Current Edition
US Army COE Nationwide Permit Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

Commission Order # _____

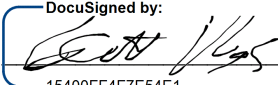
The Owner agrees to pay the Contractor in the amount: **\$81,722.00.**

Eighty-One Thousand, Seven Hundred Twenty-Two Dollars (\$81,722.00)

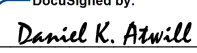
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____
at Columbia, Missouri. (Date)

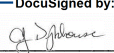
PLAN B DEVELOPMENT, LLC

DocuSigned by:
By: 
15400FF4F7E54E1...
Title: **Owner**

BOONE COUNTY, MISSOURI

By: Boone County Commission
DocuSigned by:

Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

County Counselor


ATTEST:

DocuSigned by:

Brianna L. Lennon by MT
County Clerk

AUDITOR CERTIFICATION

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

| | | |
|--|------------------|--|
| DocuSigned by:  Signature | 8/3/2020 Date | 2041 / 71202 - \$81,722.00 Appropriation Account |
|--|------------------|--|

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**BID FORM
WATER'S EDGE DRAINAGE IMPROVEMENTS - PHASE II - 2020**

| Description | Qty. | Unit | Unit Price | Total |
|--|------|------|------------|---------------------|
| MOBILIZATION | 1 | LS | \$ | \$ 10,000 |
| TRAFFIC CONTROL | 1 | LS | \$ | \$ 2,500 |
| EROSION CONTROL | 1 | LS | \$ | \$ 2,000 |
| CONSTRUCTION STAKING | 1 | LS | \$ | \$ 1,500 |
| REMOVAL & BACKFILL, STORMWATER | 1 | LS | \$ | \$ 2,000 |
| CLEARING AND GRUBBING | 1 | LS | \$ | \$ 3,000 |
| ROCK EXCAVATION | 60 | CY | \$ 150 | \$ 9,000 |
| 4'x4' STORMWATER JUNCTION BOX | 2 | EA | \$ 4,000 | \$ 8,000 |
| 4.5'x5' STORMWATER JUNCTION BOX | 2 | EA | \$ 5,000 | \$ 10,000 |
| 24" DIA. HP STORM PIPE | 146 | LF | \$ 70 | \$ 10,220 |
| 36" DIA. HP STORM PIPE | 111 | LF | \$ 90 | \$ 9,990 |
| 24" DIA. ALUMINIZED METAL FLARED END SECTION | 1 | EA | \$ 1,000 | \$ 1,000 |
| 36" DIA. ALUMINIZED METAL FLARED END SECTION | 1 | EA | \$ 1,200 | \$ 1,200 |
| FINISHED FILL & GRADING | 1 | LS | \$ | \$ 5,000 |
| ROCK BLANKET W/ FILTER FABRIC | 24 | CY | \$ 100 | \$ 2,400 |
| RESTORATION | 489 | SY | \$ 8 | \$ 3,912 |
| Bid Total | | | | \$ 81,722.00 |

Is Bid-Prevailing or Non-Prevailing Wage (Circle One)

Prevailing

Non-Prevailing

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| <u>DATE</u> | <u>ADDENDUM NUMBER</u> |
|-------------|------------------------|
| | |
| | |
| | |

In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

COMPANY NAME: PEARL B. DEVELOPMENT

ADDRESS: 1515 E LIBERTY

CITY, STATE, ZIP: MEXICO MO 65265

PHONE NUMBER: 573 881 9285

EMAIL ADDRESS: P.development@att.net

AUTHORIZED REPRESENTATIVE: SCOTT HAY'S

TITLE: OWNER

SIGNATURE: 

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? YES

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

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

When Owner gives a Notice of Award to the Successful Bidder through DocuSign, it will be accompanied by the Contract Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign the contract electronically through DocuSign. Required Bonds shall be returned separately to the Purchasing Department. They are not signed electronically in DocuSign.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Bidder should be sure to complete the following forms and shall attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization-Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: WATERS EDGE DRAINAGE IMPROVEMENTS PHASE II 2020

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20), together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

A certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID must be included with Bidder's *Bid Response*. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner. If submitting by e-mail, an original bond must be submitted by U.S. mail.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies they have read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below. Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign for electronic signature of contract and for making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Firm Name: FRAN B. DEVELOPMENT

By:  (Signature)

SCOTT HAYS
(Print or Type Name)

Title: OWNER

Address: 1515 E LIBERTY

City, State, Zip: MOBILE MO 36685

Phone: 573 881 9285

Fax: NA

Email Address: f.development@att.net

Date: 7-6-20

**COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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

County of Audrain)
State of Missouri)ss
)

My name is SCOTT HAYS
I am an authorized agent of PLAN B DEVELOPMENT (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

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

[Signature] 7-6-20
Affiant Date
SCOTT HAYS
Printed Name

Subscribed and sworn to before me this 6 day of July, 2020.
Nellie Caldwell
Notary Public

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

NELLIE CALDWELL
Notary Public - Notary Seal
STATE OF MISSOURI
Audrain County
My Commission Expires: January 22, 2024
Commission # 1147803

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

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



Applicant

7-6-20

Date



Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Paul B. DEKORPMENT

2. Business Address: 1515 E LIBERTY HIGHWAY MOBILE AL 36685

3. When Organized: 1-30-2006

4. When Incorporated:

5. If not incorporated, state type of business and provide your federal tax identification number: LLC 20-8658089

6. Number of years engaged in contracting business under present firm name: 15

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 100%

9. Have you ever failed to complete any work awarded to your company? If so, where and why? No

10. Have you ever defaulted on a contract? No

11. List of contracts completed within the last four years, including value of each: CITY OF COLUMBIA (Contractor) (Contract Elimination) 2-MILE WEST MAIN ST 1 MILE

12. List of projects currently in progress: WEST MAIN ST CITY OF COLUMBIA

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Audrain

SCOTT HAYS, being first duly sworn, deposes and

says that he is OWNER
(Title of Person Signing)

of PLAN B DEVELOPMENT
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By [Signature]
By _____
By _____

Sworn to before me this 6th day of July, 20 20
Nellie Caldwell
Notary Public

My Commission Expires January 22, 2024

NELLIE CALDWELL
Notary Public - Notary Seal
STATE OF MISSOURI
Audrain County
My Commission Expires: January 22, 2024
Commission # 11476003

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership LLC
() corporation, incorporated under laws of the state of _____
() other: _____

Name of individual, all partners,
or joint venturers:

SCOTT HAYS

Address of each:

1515 E LIBERTY MISSOURI MO 65265

doing business under the name of:

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

1515 E LIBERTY MISSOURI MO 65265
Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:


(Signature)

Dated 7-6, 2020

SCOTT HAYS OWNER
(Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

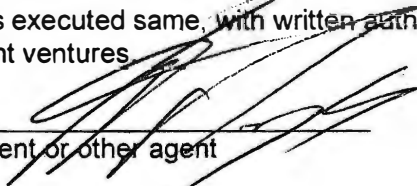
County of Audrain

On this 6th day of July, 20 20

before me appeared Scott Hays to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

~~(if a partnership or joint venture)~~ acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures

~~(if a corporation)~~ that he is the owner  President or other agent

of Paul B. Development; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Mexico, Missouri the day and year first above written.

(SEAL) Nellie Caldwell Notary Public

My Commission expires January 22, 20 24.

NELLIE CALDWELL
Notary Public - Notary Seal
STATE OF MISSOURI
Audrain County
My Commission Expires: January 22, 2024
Commission # 11476603

E-Verify



Company ID Number: 183619

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 183619

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

Employer PLAN B DEVELOPMENT LLC

SCOTT HAYS

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/23/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/23/2009

Date

MISSOURI

Mia Ray

COMMERCIAL DRIVER LICENSE



9 CLASS **B** 4b EXP **10/09/2021**
 10 ID NO **N211280019** 3 DOB **10/09/1957**
 11 HAYS
 2 **DARYL SCOTT**
 5 371 REDWOOD DR
 WENCO MO 65265
 9a END **NONE**
 12 RESTRICTIONS **NONE**
 13 SEX **M** 17 WGT **165 lb** 4a ISS **09/30/20**
 16 HGT **5'00"** 18 EYES **GRN**

Mia Ray

DD **150432730002**



Bond Number 2440560

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Plan B Development, LLC as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto Boone County Purchasing as Owner, in the full and just sum of Five Percent (5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____
WATERS EDGE DRAINAGE IMPROVEMENTS PHASE II -2020

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 9 day of July, 2020

Principal:

Plan B Development, LLC

By: [Signature] (SEAL)

Name Typed: Scott Hays, Member

Title

Witness: _____

Surety:

West Bend Mutual Insurance Company

By: [Signature] (SEAL)

Name Typed: NELLIE CALDWELL, Attorney-In-Fact

Title

Witness: Kim Holmes

Agency Name: GALLAHER INSURANCE GROUP LLC

Address: 110 N COAL ST

MEXICO, MO 65265

Phone Number: (573) 581-8330

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2440560

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

NELLIE CALDWELL

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

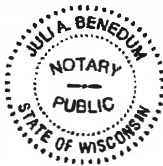
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 9th day of July, 2020.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2020

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

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

| | |
|---|---|
| PRODUCER Gallaher Insurance Group LLC PO Box 798 Mexico MO 65265-0798 | CONTACT NAME: Nellie Caldwell PHONE (A/C, No, Ext): (573) 581-8330 FAX (A/C, No): (573) 581-8372 E-MAIL ADDRESS: nellie@gallaherinsurance.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURED | NAIC # |
| Plan B Development, LLC 3791 Redwood Mexico MO 65265 | INSURER A: FCCI Insurance Company 10178 INSURER B: National Trust Insurance Co 20141 INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 20/21 Master Certificate **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | CPP100041807-02 | 03/06/2020 | 03/06/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA100011847-04 | 03/06/2020 | 03/06/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | UMB10002361603 | 03/06/2020 | 03/06/2021 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | WC000037115 | 03/06/2020 | 03/06/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Contractors Equipment | | | CPP100041807-02 | 03/06/2020 | 03/06/2021 | Rented Equipment Limit 100,000 Deductible 1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured with waiver of subrogation in regards to General Liability per written contract requirement. The policy has been endorsed to include 30 days written notice of cancellation.

Owner Scott Hays has elected to be excluded from Work Comp coverage.

CERTIFICATE HOLDER

CANCELLATION

County of Boone, Missouri C/O Purchasing Department
613 E. Ash Street

Columbia MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barnett Hutchinson

POLICY NUMBER: CPP100041807-01

COMMERCIAL GENERAL LIABILITY
CGL 084 (10 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

[Empty box for Name of Additional Insured Persons or Organizations]

Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

[Empty box for Locations of Covered Operations]

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended "Property Damage"

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. Insuring Agreement

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
 - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or
 - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
 - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
 - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
 - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
 - (2) Copyright, patent, trade secret or trademark infringements;
 - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of "your product"; or
 - (b) "Product tampering".
 - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (a) How, when and where the "defect" was discovered;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "product withdrawal" is initiated, you must:
 - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
 - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
 - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (b) Authorize us to obtain records and other information; and
 - (c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
- c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
 - (1) In the preparation of estimates or job costs;
 - (2) Where cost estimates are exceeded;
 - (3) In the preparation of estimates of profit or return on capital;
 - (4) In advising or failure to advise on financing of the work or project; or
 - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
 - (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
 - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract or work order has been completed;
 - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1) Providing engineering, architectural or surveying services to others; and
 - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- k. Your loss of profit or expected profit and any liability arising therefrom.
- l. "Property damage" to property other than "your product," "your work" or "impaired property."
- m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
- n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
- p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

- a. "Contractor" means a person or organization engaged in activities of building, clearing, filling, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
 - 1) Misappropriation;
 - 2) Concealment;
 - 3) Conversion;
 - 4) Fraud; or
 - 5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:**1. Incidental Malpractice**

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The “employee” has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and
- (5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in "your product" made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Subparagraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Voluntary "property damage" payments under Coverage D;
 - e. Care, Custody or Control damages under Coverage E.; and
 - f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Medical expenses under Coverage C;
 - c. Voluntary "property damage" payments under Coverage D;
 - d. Care, Custody or Control damages under Coverage E;
 - e. Limited Product Withdrawal Expense under Coverage F;
 - f. Contractors Errors and Omissions under Coverage G.; and,
 - g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

- 6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:
 - a. Each of your projects away from premises owned by or rented to you; or
 - b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:
- (1) An individual who is the sole owner;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An “executive officer” or insurance manager, if you are a corporation;
 - (4) A manager, if you are a limited liability company;
 - (5) A person or organization having proper temporary custody of your property if you die;
 - (6) The legal representative of you if you die; or
 - (7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b. applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an “employee”) or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

- e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

Bond #2440560

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Plan B Development, LLC

as Principal, hereinafter called Contractor, and West Bend Mutual Insurance Company

a Corporation, organized under the laws of the State of Wisconsin

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

Eighty One Thousand Seven Hundred Twenty Two Dollars,
(\$ 81,722), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 8/6/2020 entered into a Contract with Owner for:

Project Name: Waters Edge Drainage Improvements Phase II-2020

Project No.: _____

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at Mexico, Missouri

_____ , on this 9th day of July, 20 20

CONTRACTOR: Plan B Development, LLC (Seal)

BY: _____

Scott Hays, Member
SURETY COMPANY West Bend Mutual Insurance Company

BY: Nellie Caldwell

(Attorney-in-Fact)

BY: Kim Holmes

(Missouri Representative)

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

Surety Contact Name: Nellie Caldwell

Phone Number: 573-581-8330

Address: PO Box 798

Mexico, MO 65265

LABOR AND MATERIAL
PAYMENT BOND

Bond #2440560

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
Plan B Development, LLC

as Principal, hereinafter called Contractor, and West Bend Mutual Insurance Company

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

WHEREAS, Contractor has, by written agreement dated 8/6/2020 entered into a Contract with Owner for:

Project Name: Waters Edge Drainage Improvements Phase II-2020

Project No.:

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Mexico, Missouri on this 9th day of July, 2020.

Plan B Development, LLC
(Contractor)

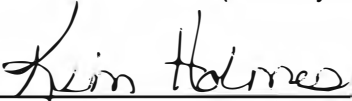
(SEAL)

BY: 
Scott Hayes, Member

West Bend Mutual Insurance Company
(Surety Company)

(SEAL)

BY: 
Nellie Caldwell
(Attorney-in-Fact)

BY: 
Kim Holmes
(Missouri Representative)

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

Surety Contact Name: Nellie Caldwell
Phone Number: 573-581-8330
Address: PO Box 798
Mexico, MO 65265



THE SILVER LINING®

Bond No. 2440560

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

NELLIE CALDWELL

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

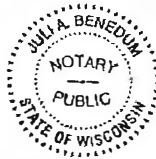
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 9th day of July, 2020



Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



WATERS EDGE DRAINAGE IMPROVEMENTS-PHASE II-2020

Project Number: NA

Bid Number: 28-09JUL20

CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications, and
Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner

BOONE COUNTY RESOURCE MANAGEMENT

Bill Florea, Director
Jeff McCann, P.E., Chief Engineer

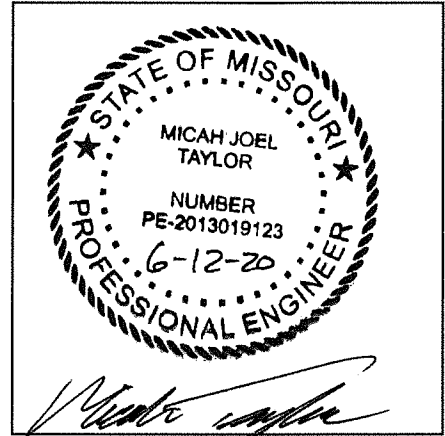
*PROJECT MANAGER

Micah J. Taylor
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: (573) 886-4340
E-mail: mtaylor@boonecountymo.org

BOONE COUNTY PURCHASING

Robert Wilson, Buyer
613 East Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: rwilson@boonecountymo.org

ENGINEER OF RECORD



Micah J. Taylor
Professional Engineer
MO Lic. # PE-2013019123

Boone County Resource Mgmt.
MO Engineering Corp. # NA
801 E. Walnut, Room 315
Columbia, MO 65201-4480
Phone: 573-886-4480
Fax: 573-886-4340

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.**

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***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

WATERS EDGE DRAINAGE IMPROVEMENTS-PHASE II-2020

Project Number:

NA

Bid Number:

28-09JUL20

Scope of Project Construction:

Remove the CMP outlet pipes from the existing stormwater system at two locations. Reconstruct the two outlet systems by tying into the existing inlets using HP Storm pipe and installing new concrete junction boxes. Project also includes tree removal, grading, and restoration work.

Pre-Bid Conference:

An **optional** pre-bid meeting will be conducted by teleconference and has been scheduled for **Tuesday, June 23, 2020 at 11:00 a.m.** Interested bidders have the option to submit questions in advance and/or to attend the teleconferenced pre-bid meeting.

Numbers for Teleconference:

Dial-In Number: (701) 801-1211

Access Code: 758-401-651

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Monday, July 6, 2020.** **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **12:45 p.m. on Thursday, July 9, 2020** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201, or may be dropped off in-person into a lock box located by the front door of the Boone County Annex Building, 613 East Ash Street, Columbia, Missouri 65201. Please call and let the Boone County Buyer know when bids have been placed in the lock box. Bids received after the above specified time for acceptance will be returned to the sender unopened.

The County is allowing submission of bids via e-mail during the COVID-19 pandemic response period. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson, Boone County Buyer

rwilson@boonecountymo.org

Phone: (573) 886-4393

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

Bids Opened After:

Bids will be opened after **1:30 p.m. on Thursday, July 9, 2020.** Regarding the public bid opening, due to concerns about public contact and in the interest of public health, Boone County Offices remain restricted to appointment only status. Public access will be restricted during the bid opening although all results are public and will be posted on-line for public viewing shortly after the bid opening. Go to <https://www.showmeboone.com/purchasing/bids/> to find the "Bid Tabulation" for the subject solicitation.

Contract Time:

15 Working Days

Liquidated Damages:

\$500.00 per Working Day

Anticipated Notice To Proceed Date:

Anticipated Notice To Proceed will be agreed to by the Contractor & the County, with the stipulation the project be completed by October 2, 2020. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$40.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2019 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

BID FORM
WATER'S EDGE DRAINAGE IMPROVEMENTS - PHASE II - 2020

| Description | Qty. | Unit | Unit Price | Total |
|--|------|------|------------|-----------|
| MOBILIZATION | 1 | LS | \$ | \$ |
| TRAFFIC CONTROL | 1 | LS | \$ | \$ |
| EROSION CONTROL | 1 | LS | \$ | \$ |
| CONSTRUCTION STAKING | 1 | LS | \$ | \$ |
| REMOVAL & BACKFILL, STORMWATER | 1 | LS | \$ | \$ |
| CLEARING AND GRUBBING | 1 | LS | \$ | \$ |
| ROCK EXCAVATION | 60 | CY | \$ | \$ |
| 4'x4' STORMWATER JUNCTION BOX | 2 | EA | \$ | \$ |
| 4.5'x5' STORMWATER JUNCTION BOX | 2 | EA | \$ | \$ |
| 24" DIA. HP STORM PIPE | 146 | LF | \$ | \$ |
| 36" DIA. HP STORM PIPE | 111 | LF | \$ | \$ |
| 24" DIA. ALUMINIZED METAL FLARED END SECTION | 1 | EA | \$ | \$ |
| 36" DIA. ALUMINIZED METAL FLARED END SECTION | 1 | EA | \$ | \$ |
| FINISHED FILL & GRADING | 1 | LS | \$ | \$ |
| ROCK BLANKET W/ FILTER FABRIC | 24 | CY | \$ | \$ |
| RESTORATION | 489 | SY | \$ | \$ |
| Bid Total | | | | \$ |

Is Bid Prevailing or Non-Prevailing Wage (Circle One)

Prevailing

Non-Prevailing

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| <u>DATE</u> | <u>ADDENDUM NUMBER</u> |
|-------------|------------------------|
| | |
| | |
| | |

In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? _____

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

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

When Owner gives a Notice of Award to the Successful Bidder through DocuSign, it will be accompanied by the Contract Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign the contract electronically through DocuSign. Required Bonds shall be returned separately to the Purchasing Department. They are not signed electronically in DocuSign.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Bidder should be sure to complete the following forms and shall attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

A certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID must be included with Bidder's *Bid Response*. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner. If submitting by e-mail, an original bond must be submitted by U.S. mail.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies they have read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below. Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign for electronic signature of contract and for making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email Address: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

COUNTY OF BOONE-MISSOURI INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and
says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () LLC
() corporation, incorporated under laws of the state of _____
() other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

(Signature)

Dated _____, 20__.

(Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

- (1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:
 - a. The date of delivery of materials or construction services purchased;
 - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
 - c. In those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;
- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.

- (3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
 - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
 - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

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

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

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

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

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

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

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

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

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

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

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

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

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

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

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

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

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

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

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

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

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (hereinafter referred to as the Contractor).

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

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

Project Name: _____

Project No.: _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Debarment Form,
6. Work Authorization Certification,
7. Statement of Bidder's Qualifications,
8. Anti-Collusion Statement,
9. Signature and Identity of Bidder,
10. Bidder's Acknowledgment,
11. Insurance Requirements,
12. Contract Conditions,
13. Contract Agreement,
14. Performance Bond,
15. Labor and Material Payment Bond,
16. Affidavit-OSHA Requirements,
17. Affidavit-Prevailing Wage,
18. Contractor's Affidavit Regarding Settlement of Claims,
19. General Specifications,
20. Technical Specifications,
21. Special Provisions,
22. State Prevailing Wage Rates,
23. Boone County Standard Terms and Conditions
24. Notice to Proceed,
25. Boone County Roadway Regulations Chapter II,
26. MoDOT Standard Specifications, and
27. Plans.

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances, and that he will cause each of his subcontractors to do the same. The Contractor also agrees not to discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and equipment, and will cause each of his subcontractors to do the same.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due

hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\$ _____

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

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

OWNER:
BOONE COUNTY, MISSOURI

ATTEST:

By: _____
Presiding Commissioner

County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Secretary

Title: _____

Approved as to Legal Form:

County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

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

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

_____ Dollars,

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

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____
Address: _____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

**BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

Subscribed and sworn to before me this _____ day of
_____, 20____, at _____

Notary Public

(SEAL)

My Commission expires _____, 20_____

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. Commission:** Shall mean the Boone County Commission.
- C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

b. Written consent of the surety to such payment;

c. Any other documents which may be required by the contract or the Engineer.

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

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will spot-audit payrolls consistent with its obligations under state law, and Contractor shall promptly address any issues and/or provide additional information upon request by County to ensure compliance with the Prevailing Wage Law.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.

4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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

SECTION 15 - OSHA Program Requirements

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

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 - 1. The Contractor shall coordinate all activities on the project;
 - 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 - 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100** of the **Boone County Roadway Regulations Chapter II**.

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.
- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.

- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed, The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.

- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type I Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT**PART 1 – GENERAL****1.1 PROJECT DESCRIPTION**

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or 6" x 12" Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for 6" x 12" Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required nonwoven geotextile fabric shall be AMOCO 4553, Propex GEOTEX 801, or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

Except:

- 1. ***Aluminized corrugated metal pipes are allowed.***
 - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
 - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat is required for all Bituminous Base course laid on aggregate base rock unless the Bituminous Base Course lift thickness is greater than or equal to 3-3/4” and the aggregate base rock is wetted prior to the Bituminous Base course installation. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.

B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.

C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.2 INSTALLATION

- A. Placement of concrete curb and gutter shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **air-entrained with a minimum compressive strength of 4,000 psi at 28 days**, unless otherwise specified. All material, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **MoDOT Section 501**. All material shall be in accordance with **MoDOT Division 1000** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.
- B. The temperature of the concrete shall be between sixty (60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

END OF SECTION

SPECIAL PROVISIONS

General

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri unless noted otherwise.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements and rights-of-way. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Contractor shall keep a clean and orderly work site. Trash including, but not limited to, aluminum cans, plastic bottles, food wrappers, & odd pieces of construction material shall be collected daily and disposed of properly offsite. Trash shall not be thrown into excavated areas of the project and buried at any time.

Project Bidding

7. Changes to the Prevailing Wage Law stipulate a project with a total contract cost equal to or less than \$75,000.00 will not be subject to prevailing wage. Estimates for this project indicate project cost could be in the vicinity of the \$75,000.00 threshold. Therefore, bidders shall figure their bid numbers using non-prevailing wages first. If the bid total is below or equal to \$75,000.00, the bidder shall submit the bid and circle "Non-Prevailing Wage" on the Bid Form. If bid total is greater than \$75,000.00, bidder shall recalculate bid numbers using prevailing wages. Bidder shall submit the prevailing wage bid and circle "Prevailing Wage" on the Bid Form.
8. If the County accepts a bid for less than \$75,000 and the contract is later subject to a change order that raises the total contract price over \$75,000, then the Contractor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
9. The contract time for this project is **15 Working Days**. The Contractor will be allowed to establish the construction start date at his discretion, with the stipulation the project will be completed by October 2, 2020. All working days past October 2, 2020 or over the 15 working days of the contract will incur liquidated damages at the rate set forth in the contract.
10. The Contractor shall coordinate with the County to set up a date for a Pre-Construction meeting. The meeting shall be held a minimum of 15 business days prior to the anticipated start date of construction. Ample time is needed to issue construction notifications to the public and property owners. Notice to Proceed will be issued at the Pre-Construction meeting if all requirements for approvals are met. The official project start date will be indicated on the Notice to Proceed.

Utility Coordination

11. The Contractor shall be responsible for making utility locate requests prior to any construction activities.
12. The County has alerted utility providers of the project and conducted initial coordination. The proposed pipes are crossing most of the utilities at the same elevation as existing pipes; therefore, utility conflicts are not expected to be a problem. However, if a utility conflict does arise during construction or is called out on the Plans, the Contractor shall be responsible for alerting the utility provider and/or coordinating with them to resolve the conflict. Contact information for the utilities can be found on the Plans Cover Sheet.

Traffic Control

13. Traffic Control shall include all equipment, labor, and material needed to develop and execute a Traffic Control Plan. Plan shall follow the current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) for temporary traffic control operations. This shall include, but is not limited to, all signage, barricades, and delineators.
14. Given most of the work will take place off road and off right-of-way, Traffic Control will be required mostly during staging of equipment and materials in the roadway. During this time all proper traffic control devices shall be in place and one lane of traffic shall be open at all times. Full road closures will not be allowed.
15. Traffic Control will not be measured and shall be paid at the contract Lump Sum bid price.

Erosion Control

16. Contractor shall provide, install, and maintain erosion control measures to ensure sediment does not leave the site. This shall include measures as indicated in the Plans as well as any additional measures at the contractor's discretion.
17. Erosion Control measures shall be checked after each significant rain event. All built up material in front of the erosion control measures shall be collected and properly disposed off site.
18. Included in Erosion Control shall be the sweeping or cleaning up of all mud/dirt in the project area or mud/dirt tracked onto adjacent streets as a result of construction. Clean up efforts shall take place daily or as needed under the direction of a County representative.
19. The washing out of concrete trucks shall take place at the concrete plant or at a wash out pit location on site. No wash water shall enter a stormwater inlet or drainage channel.
20. Contractor shall be responsible for the prevention and removal of any standing water in excavated areas. All costs associated with removal of standing water shall be included in the Erosion Control bid item.
21. Erosion Control will not be measured and shall be paid for at the contract Lump Sum bid price.

Landscape Area at 5835 Waterfront Dr.

22. The existing stormwater system near 5835 Waterfront Dr. South currently travels under a stacked stone retaining wall and landscape bed. The proposed stormwater system also requires a similar path. During easement negotiations with the property owners, it was decided the best way to ensure satisfaction from all parties was to allow the property owners to hire a landscaper to be responsible for removing, preserving, and reconstructing the wall and landscape bed while the County's Contractor will be responsible for constructing the stormwater system as indicated in the Plans. The process shall be as follows:
 1. The County will alert the property owners the stormwater project has been awarded and to acquire a Landscaper if not done previously.
 2. The Contractor shall alert the County on anticipated construction start date. This shall be done as soon as practical but shall be done a minimum of 15 business days prior to start date. The County will alert the property owners to anticipated start date as well as share known contact information between the property owners, Contractor, and Landscaper.
 3. Prior to stormwater construction, the Landscaper shall remove and preserve all valued items of the landscape area per wishes of the property owner. Items may include retaining wall stones, border stones, shrubs, and plantings.
 4. The Landscaper shall notify the County and the Contractor once all landscaping items have been cleared. The Contractor shall install the proposed stormwater system per Plans.
 5. The Contractor shall alert the property owners, Landscaper, and/or County of anticipated completion date. Once site has been graded and erosion control installed per Plans, the Contractor shall leave the site.

6. The Landscaper shall then be responsible to restore the site per the property owners wishes. This shall include reconstructing or reinstalling the retaining wall, border stones, shrubs, and plantings. Work shall also include seeding or sodding all disturbed areas and removing erosion control measures as necessary.
23. Due to increased coordination of this work, Project Area #1, as described in the Plans, shall be done prior to Project Area #2.

Removal & Backfill, Stormwater

24. Bid item shall include all labor, equipment, and material necessary to remove and haul away the existing stormwater infrastructure that is to be replace.
25. Bid item shall include all backfilling of excavation outside the bounds of the proposed pipe trench. Backfill shall be earthen material placed and compacted in 8"-10" lifts.
26. Bid item will not be measured and shall be paid for at the contract Lump Sum bid price.

Construction Staking

27. The Construction Staking bid item shall include all costs associated with the hiring of a qualified individual or firm to provide survey staking to aid the Contractor in constructing the project per Plan.
28. All survey point data given in the Plans was not verified with GPS and may not be in true State Plane Coordinates. Issues or questions about the survey data shall be directed to the County Surveyor or Project Engineer.
29. Construction Staking bid item will not be measured and shall be paid at the contract Lump Sum bid price.

Clearing & Grubbing

30. Clearing and Grubbing bid item shall include all labor, equipment, and material needed to remove all existing trees, debris, and vegetation from the project area as indicated on the Plans.
31. If a large tree is in conflict and has not been designated for removal on the Plans, Contractor shall seek approval from the County or homeowner prior to its removal.
32. All trees, especially small diameter trees, may not be represented on the Plans. Contractor shall be responsible for conducting a site visit, prior to submitting a bid, to gather a better understanding to the amount of vegetation which will be removed.
33. Minor tree limb or brush trimming shall be included in this bid item.
34. All debris from Clearing and Grubbing operations shall be removed from the site completely. No open burning or mulching and broadcasting debris chips into the surrounding landscape will be allowed.
35. Clearing and Grubbing will not be measured and will be paid for at the contract Lump Sum bid price.

Rock Excavation

36. Rock Excavation bid item shall include all labor, equipment, and materials necessary to chip and haul away any subsurface rock in conflict with the project. Definition of rock material shall follow Section 201.2.2 of the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
37. Subsurface rock was encountered during previous installation of inlets and pipes near the intersection of Waters Edge Dr. & Waterfront Dr. Therefore, it is possible rock will be encountered during construction near 5835 Waterfront Dr. If rock is encountered the Contractor shall alert a Boone County representative immediately to verify material meets definition of rock and to begin calculating appropriate quantities.
38. Measurement shall be calculated from dimensions of exposed rock within the trench.
39. If original bid quantity is exceeded, rock removal will be paid at the contract unit price. If no rock is encountered, the bid item will be change ordered out of the contract.

40. Rock Excavation will be measured, with payment being made at the contract Cubic Yard bid price.

Junction Boxes

41. Bid items shall include all labor, equipment, and materials necessary to construct, supply, and install Junction Boxes as found in the Plans and Details.
42. Bid item shall include all excavation and backfilling required for junction box installation. Backfill shall be brought up around the structures in compacted lifts, with each lift thickness not to exceed 8".
43. Inlet boxes and junction boxes may be cast-in-place or precast. All precast items shall be inspected by a Boone County Representative prior to installation. Deviation from planned dimensions or faulty workmanship may result in rejection of precast elements. Field repairs/modifications may be proposed, however if excessive modifications are needed, the precast elements may be rejected. Upon rejection, the Contractor shall supply a new and correct precast element at their own expense.
44. Mastic material, i.e. mastic rope, shall be installed between all precast pieces during assembly.
45. The bid items will be measured with payment being made at the contract per Each bid prices.

HP Storm Pipe

46. Bid items shall include all labor, equipment, and materials necessary to install the stormwater pipes as called out in the Plans. Pipes shall be HP Storm polypropylene pipe manufactured by Advanced Drainage Systems (ADS).
47. Bid items shall include all work associated with excavation and backfilling of the pipe trench. Backfill shall be 1" Minus aggregate. Hand tamping of the backfill will be required in the pipe haunches. Backfill shall be brought up in compacted lifts, with each lift thickness not to exceed 8".
48. Bid items shall include all labor, equipment, and materials need to provide a safe working condition inside the trench. This shall include, but is not limited to, any temporary shoring/bracing or deployment of a trench box. Trench safety will be the responsibility of the Contractor's competent person.
49. HP Storm Pipe bid item will be measured at flowline of installed pipe, with payment being made at the contract Linear Foot bid price.

Aluminized Metal Flared End Section

50. Bid item for Aluminized Metal Flared End Sections shall include all labor, material, and equipment needed to install a metal flared end section as per Plans.
51. Contractor shall choose the right size of metal flared end section based on type of pipe used and dimensions of said pipe. Depending on pipe wall thickness, flared end section size may need to be increased.
52. Bid item will be measured with payment being made at the contract per Each bid price.

Finished Fill & Grading

53. Bid items shall include all labor, material, and equipment needed to bring all disturbed areas to finished grade as detailed in the Plans. The last 4" of graded areas shall be topsoil.
54. Estimated quantities between finished grade and existing surface for Project Area #2 are 99 CY of fill and 12 CY of cut. These quantities do not include excavation for proposed stormwater system, excavation of existing rip rap, or excavation needed for proposed rock blanket. These quantities only represent material within the grading limits and do not include areas which may need restoration outside of the limits.
55. Estimated fill quantity for Project Area #1 is 27 CY. This quantity is only provided for reference and is assuming 4" of topsoil over an estimated disturbed area.
56. Bid item will not be measured and shall be paid for at the contract Lump Sum bid price.

Rock Blanket with Filter Fabric

57. Rock Blanket bid item shall include all labor, material, and equipment necessary to construct all rock blanket with filter fabric as detailed in the Plans.
58. Filter fabric shall be non-woven, Propex 801 or approved equal.
59. Rock shall be 6"x9" graded rip rap, placed in layer having a minimum thickness of 1.5'.
60. Existing rip rap found onsite may be incorporated into the proposed rock blanket if existing pieces do not have any dimensions that exceed 1 foot. Pieces larger than 1 foot may be broken up or hauled off site.
61. Side slopes of the rock blanket shall not exceed a slope of 1.5'x1'.
62. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

Restoration

63. Bid item shall include all labor, material, and equipment necessary to restore disturbed areas of Project Area #2 with either sod or hydroseeding as indicated in the Plans. Additional requirements for either process can be found on the Project Area #2 Grading Plan Sheet. Bid item shall also include all labor, material, and equipment necessary to restore disturbed areas on the property of 5811 Waterfront Dr. in Project Area #1. Restoration in this area shall include topsoil, seeding and mulching with straw mulch. Restoration of 5835 Waterfront Dr. will be handled by others per "Landscape Area of 5835 Waterfront Dr." Special Provisions.
64. All disturbed areas shall have a minimum of 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
65. The Contractor shall be responsible for developing a good stand of permanent grass cover, meeting the minimum density requirement state previously, with an established root system. This may require the Contractor to revisit the site for frequent watering during the initial weeks after restoration. The Contractor may at his discretion solicit help from the property owners on maintaining a watering schedule. However, a property owner's compliance or noncompliance shall not relieve the Contractor from responsibility of meeting restoration requirements. All costs associated with watering shall be included in the bid item.
66. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications will not be required for this project.
67. Contractor shall keep area of disturbance and therefore areas needing restoration to a minimum. Quantity found in the Bid Tab is an estimation of disturbance area only and final measured area may differ. Bid item will be measured and will be paid at the contract Square Yard bid price.

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

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

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

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

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

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 010
BOONE COUNTY

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

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

| OCCUPATIONAL TITLE | ** Date of Increase | Basic Hourly Rates |
|------------------------------|---------------------|--------------------|
| Asbestos Worker | | \$50.07 |
| Boilermaker | | \$24.71* |
| Bricklayer | | \$48.21 |
| Carpenter | | \$43.62 |
| Lather | | |
| Linoleum Layer | | |
| Millwright | | |
| Pile Driver | | |
| Cement Mason | | \$40.27 |
| Plasterer | | |
| Communications Technician | | \$50.06 |
| Electrician (Inside Wireman) | | \$50.16 |
| Electrician Outside Lineman | | \$69.22 |
| Lineman Operator | | |
| Lineman - Tree Trimmer | | |
| Groundman | | |
| Groundman - Tree Trimmer | | |
| Elevator Constructor | | \$24.71* |
| Glazier | | \$24.71* |
| Ironworker | | \$55.96 |
| Laborer | | \$38.43 |
| General Laborer | | |
| First Semi-Skilled | | |
| Second Semi-Skilled | | |
| Mason | | \$49.89 |
| Marble Mason | | |
| Marble Finisher | | |
| Terrazzo Worker | | |
| Terrazzo Finisher | | |
| Tile Setter | | |
| Tile Finisher | | |
| Operating Engineer | | \$60.91 |
| Group I | | |
| Group II | | |
| Group III | | |
| Group III-A | | |
| Group IV | | |
| Group V | | |
| Painter | | \$37.40 |
| Plumber | | \$61.73 |
| Pipe Fitter | | |
| Roofer | | \$46.55 |
| Sheet Metal Worker | | \$51.08 |
| Sprinkler Fitter | | \$46.99 |
| Truck Driver | | \$24.71* |
| Truck Control Service Driver | | |
| Group I | | |
| Group II | | |
| Group III | | |
| Group IV | | |

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
BOONE County

Section 010

| OCCUPATIONAL TITLE | ** Date of Increase | Basic Hourly Rates |
|-------------------------------|---------------------|--------------------|
| Carpenter | | \$49.38 |
| Millwright | | |
| Pile Driver | | |
| Electrician (Outside Lineman) | | \$69.22 |
| Lineman Operator | | |
| Lineman - Tree Trimmer | | |
| Groundman | | |
| Groundman - Tree Trimmer | | |
| Laborer | | \$43.25 |
| General Laborer | | |
| Skilled Laborer | | |
| Operating Engineer | | \$54.92 |
| Group I | | |
| Group II | | |
| Group III | | |
| Group IV | | |
| Truck Driver | | \$24.71* |
| Truck Control Service Driver | | |
| Group I | | |
| Group II | | |
| Group III | | |
| Group IV | | |

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

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

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

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} en.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

6th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 30-15JUL20 Large Format Printer/Scanner for the Boone County Assessor's Office to SumnerOne of Columbia, Missouri.

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

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: July 30, 2020
RE: Contract Award RFB 30-15JUL20 Large Format Printer/Scanner for the Assessor's Office – Acquisition Only

Purchasing requests approval of the award of contract 30-15JUL20 for a Large Format Printer/Scanner for the Boone County Assessor's Office. Two bids were received in response to the Request for Bid. The evaluation has been conducted by the IT Department in coordination with the Assessor's Office. The award will be made to SumnerOne of Columbia, Missouri for only the acquisition of the printer/scanner. Post-warranty repair service will not be awarded. The printer/scanner purchase includes a one-year warranty.

The contract period will run from August 3, 2020 through August 2, 2021.

Payment will be paid from Department 2010 – Assessment/Account 92301 – Replacement Computer Hardware: \$9,560.00

/lp

Attachment: Cost Evaluation

cc: Tom Schauwecker, Boone County Assessor
Nathan Mattox, GIS Manager, IT
Contract File

**PURCHASE AGREEMENT
FOR
LARGE FORMAT PRINTER/SCANNER – ACQUISITION**

THIS AGREEMENT dated the 6th day of August 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **SumnerOne**, herein “Contractor.”

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for a **Large Format Printer/Scanner – Acquisition**, County of Boone Request for Bid (RFB) number **30-15JUL20** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, the un-executed proposal Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor’s bid response dated **07/13/20**, executed by **Wayne Rueger**, on behalf of the Contractor, and e-mail clarifications dated 7/16/20 and 7/15/20 from **Wayne Rueger**, 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 the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, the un-executed proposal Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor’s proposal response.

2. Contract Period – The contract period shall be **August 3, 2020 through August 2, 2021**.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with a Large Format Printer/Scanner – Acquisition as required in the RFB specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response:

| Large Format Printer/Scanner Acquisition and Post-Warranty Maintenance | |
|---|-------------------------------|
| Description | Firm, Fixed Unit Price |
| Item 4.1.1 All-in-one Large Format Printer/Scanner Brand: Canon PROGRAF TX-4000 MFP T36 with RU-42 Shall include the optional Multifunction Roll System option the 2”/3” Roll Holder Set, and the TX stacker. | \$9,560.00/Each |

| | |
|--|---------------|
| Pricing shall include delivery and set-up including the one-year warranty and on-site user training as referenced in paragraph 2.8 of the RFB. | |
| Line Item 4.1.2 Replacement Cutter Dual Edge Blade | \$86.00/Each |
| Line Item 4.1.3 Replacement Maintenance Cartridge | \$81.00/Each |
| Line Item 4.1.4 Replacement Print Head – PF06 (or equal) | \$427.00/Each |
| Line Item 4.1.7 - (individual ink price – pricing shall apply to any of the five colors that may be ordered) 700 ml size | \$285.00/Each |

4. Billing and Payment - All billing shall be invoiced to the Boone County Assessor's Office. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Delivery – The Large Format Printer/Scanner shall be delivered to the Boone County Assessor's Office located at 801 E. Walnut Street, Room 143 in Columbia, Missouri within thirty (30) calendar days after receipt of the County's order; consumable supplies shall be delivered within five (5) calendar days after receipt of the County's order.

6. Warranty – The contractor shall provide a one-year manufacturer warranty that shall commence upon the County's acceptance of the

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

8. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Resource Management Department using the same formality as this agreement.

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

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

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

SUMNERONE

BOONE COUNTY, MISSOURI

DocuSigned by:
 by Wayne Rueger
 A81D5989E70C45A...
 title President / Head of Service Operations

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
 County Counselor

DocuSigned by:
Brianna L. Lennon by MT
 County Clerk

AUDITOR CERTIFICATION

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

Fund: 2010 - Account: 92301: \$9,560.00

| | | |
|---|-------------------|---------------|
| DocuSigned by: <u>[Signature]</u> Signature F0008ABB184244D... | 7/29/2020 Date | Appropriation |
| Account | | |

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular proposal should be directed to the Purchasing Department prior to proposal opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Liz Palazzolo

From: Wayne Rueger <wrueger@sumnerone.com>
Sent: Thursday, July 16, 2020 2:51 PM
To: Liz Palazzolo
Subject: RE: Clarification RFB 30-15JUL20 - Large Format Printer Scanner for Assessor

Liz,
That is confirmed. Sale price includes 1 year warranty as defined in paragraph 2.5
Wayne

573.499.5330

 SumnerOne

Welcome to the one place where everything works.

From: Liz Palazzolo [mailto:LPalazzolo@boonecountymo.org]
Sent: Thursday, July 16, 2020 8:57 AM
To: Wayne Rueger <wrueger@sumnerone.com>
Subject: Clarification RFB 30-15JUL20 - Large Format Printer Scanner for Assessor
Importance: High

WARNING: External Message!


Good morning Wayne: Please confirm that a one-year warranty as defined in paragraph 2.5 of the RFB is included in the acquisition price of \$9,560.00 for the Canon TX-4000 MFP, SKU 2444C006AC with the 2455C003AA Multifunction Roll Unit RU-42. The Break-Fix annual repair plan would only be charged once the one-year warranty expires if the County were to purchase the break-fix plan.

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

Liz Palazzolo

From: Wayne Rueger <wrueger@sumnerone.com>
Sent: Wednesday, July 15, 2020 4:15 PM
To: Liz Palazzolo
Subject: RE: Bid Tab RFB 30-15JUL20

Liz,
Confirmed that we are including the 2455C003AA Multifunction Roll Unit RU-42 in our bid.
Wayne


573.499.5330



Welcome to the one place where everything works.

From: Liz Palazzolo [mailto:LPalazzolo@boonecountymo.org]
Sent: Wednesday, July 15, 2020 3:10 PM
To: Wayne Rueger <wrueger@sumnerone.com>
Subject: Bid Tab RFB 30-15JUL20

WARNING: External Message!

Hi Wayne – the bid tabulation is on the website but here it is

I need to clarify another point with you in a couple minutes – look for another e-mail

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

Liz Palazzolo

From: Wayne Rueger <wrueger@imagetechmo.com>
Sent: Wednesday, July 15, 2020 2:55 PM
To: Liz Palazzolo
Subject: RE: Clarification RFB 30-15JUL15 Large Format Printer Scanner for Assessor

Follow Up Flag: Follow up
Flag Status: Flagged

Liz,
That is a per-each price. The County can find it directly on line likely cheaper than I can provide, but that's all paper directly from Canon that I quoted.
Thanks,
Wayne

573.499.5330



Welcome to the one place where everything works.

From: Liz Palazzolo [mailto:LPalazzolo@boonecountymo.org]
Sent: Wednesday, July 15, 2020 2:51 PM
To: Wayne Rueger <wrueger@sumnerone.com>
Subject: Clarification RFB 30-15JUL15 Large Format Printer Scanner for Assessor

WARNING: External Message!

Hi Wayne – Please clarify that the pricing for line item 4.1.8 and 4.1.9 (roll paper) is a per each roll price. Or is it a price for a 4-pack?


Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

Liz Palazzolo

From: Wayne Rueger <wrueger@imagetechmo.com>
Sent: Tuesday, July 14, 2020 1:04 PM
To: Liz Palazzolo
Subject: FW: Message from KM_C654e
Attachments: SKM_C654e20071411590.pdf

Liz,
Hope all is as good as it can be.
Please confirm receipt of our response.
Thanks,
Wayne

Wayne Rueger
573.499.5330

 SumnerOne

Welcome to the one place where everything works.

From: scan@imagetechmo.com [mailto:scan@imagetechmo.com]
Sent: Tuesday, July 14, 2020 1:01 PM
To: Wayne Rueger <wrueger@imagetechmo.com>
Subject: Message from KM_C654e



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **30-15JUL20**

Commodity Title: **LARGE FORMAT PRINTER/SCANNER –
ACQUISITION AND POST-WARRANTY REPAIR
SERVICE AND SUPPORT**

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

Bid Submission Address and Deadline

Day / Date: **Wednesday, July 15, 2020**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer
lpalazzolo@boonecountymmo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

Bid Opening

Day / Date: **Wednesday, July 15, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

Bid Tabulation – available on-line

<https://www.showmeboone.com/purchasing/bids/>

Bid Contents

1. **Introduction and General Conditions of Bidding**
2. **Scope of Work**
3. **Bidder's Instructions and Evaluation**
4. **Vendor's Response and Pricing Pages**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**



County of Boone

Purchasing Department

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. **Purpose:** Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a contract for providing a large format printer/scanner, warranty coverage, and perform post-warranty maintenance as set forth herein for the Boone County Office of the Assessor.

1.2. **DEFINITIONS:**

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

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.

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

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.

A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

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

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

1.4. **AWARD:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item by item basis, by group of items, or on an "all or none" basis, as determined to be in the County's best interests as determined by the County evaluation committee. That is, the award will not be determined by price alone, but will be made to the bidder with the "lowest and best" bid. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.

1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.



2. SCOPE OF WORK

2.1. **GENERAL REQUIREMENTS:** The contractor shall provide a new large format printer/scanner, set-up of the large format printer/scanner to make it fully operational, provide on-site user training to the County, and as needed, if needed post-warranty break-fix repair service and support in compliance with terms and specifications stated herein for the Boone County Office of the Assessor at firm, fixed pricing quoted on the Vendor Response and Pricing Pages.

- 2.1.1. **Technical Requirements:** The following minimum requirements must be met by the large format printer/scanner provided by the contractor. The contractor shall provide one (1) Canon image PROGRAF TX-4000 MFP T36 Printer/scanner, compact all-in-one large format printer/scanner that includes the PROGRAF TX-4000 MFP printer, T36 scanner, RU-42 Multifunction Roll System, 2²/₃" Roll Holder Set, TX stacker, equal brand/model acceptable.
- a. Multi-Function User Interface: Unit shall be delivered with Windows 10 operating system, no older than version 1909.
 - b. Simultaneous Processing Capability: Allows scanning and printing to occur simultaneously
 - c. Shall include the Multifunction Roll System option that allows a second roll option including 2²/₃" roll holders to allow the unit to use different paper types and sizes
 - d. Printer Type/Technology: Minimum 5-Color 44-inch Printer/Photolithography, inkjet nozzle engineering, print head swath minimum 1.07"
 - e. Printer Minimum Color Set: Pigment Ink (or equal): Matte Black, Black, Cyan, Magenta, Yellow.
 - f. Print Resolution and Line Accuracy: Up to 2400×1200dpi maximum resolution and +/- 0.1% line accuracy.
 - g. OS Compatibility: Windows® 7, 8.1, 10 (32/64bit) Windows® Server 2008 R2, 2012, 2012 R2, 2016 (64bit).
 - h. Printer Standard Interface: USB 2.0 High-Speed 10/100/1000 Base-T/TX, Wireless LAN (IEEE 802.11 b/g/n): direct USB thumb drive printing
 - i. Buffer / Ram: Minimum 128 GB (Virtual) 2 GB (Physical).

- j. Hard Drive: Minimum 500 GB.
- k. Media Width: Cut Sheet: Minimum 8"- 44"; Roll Feed: Minimum 8" - 44".
- l. Media Thickness: Cut Sheet: Minimum 0.07-0.8mm (2.8-31.4mil);
Roll: Minimum 0.07 - 0.8 mm (2.8 - 31.4mil).
- m. Maximum Roll Print Length: Roll Feed: Minimum 59' (18 meters).
- n. Maximum Media Roll Outer Diameter: Maximum 6.7" (170mm).
- o. Borderless Printing Width (For Roll Media Only): Shall be able to accommodate multiple widths for example: 8", 10", 12", 14", 16", 17", 20", 24", 30", 36", 42", 44" B4 (10.12"/257 mm), A3 (11.69"/297 mm), A3+ (12.95"/329 mm), A2 (16.54"/420 mm), B2 (20.28"/515 mm), A1 (23.39"/594 mm), B1 (28.66"/ 728 mm), A0 (33.11"/841 mm), B0 (40.55"/1030 mm)
- p. Paper-Feed Method/Roll Feed: One Roll, Front-loading, Front Output
- q. Front Loading Manual Feed: One Roll, Front Output
- r. TX Stacker: Must include paper feed stacker and hold a minimum of 100 sheets of Arch C, D or E size. A paper floor bin feeder shall be deemed unacceptable
- s. Printer Languages: Multiple to include SGRaster, HPGL/2, HP-RTL, PDF, JPEG.
- t. Printer Noise Level: Operation: 51 dB (A) or less;
Standby: 35 dB (A) or less.
- u. Printer Physical Dimensions: Shall not exceed available floor space in the Boone County Office of the Assessor, e.g., 46.0" x 62.7" x 46.8" (Main unit and TX Stacker).
- v. Printer Electrical/Power Source: Shall be fully equipped with 120v Plug and meet UL standards; AC-100-240V (50-60Hz).
- w. Printer/Scanner Power Consumption: Maximum: 107W (in operation) and shall meet Energy Star recommendations/rating.
- x. Internet-Ready: The printer/scanner shall be Internet/Wi-Fi Ready.

- y. Printer Software that shall be included and loaded at no additional charge to the County:
 - i. Accounting Manager (or equal),
 - ii. Canon Print Service (or equal),
 - iii. Device Management Console (or equal),
 - iv. Direct Print & Share (or equal),
 - v. Free Layout Tool (or equal),
 - vi. Media Configuration Tool (or equal),
 - vii. PosterArtist Lite for Windows (or equal),
 - viii. Printer Driver Extra Kit for Windows/Mac (Free Print Utility Layout, Advanced Preview),
 - ix. Optimized Driver for AutoCAD (or equal),
 - x. Print Plug-in for Microsoft® (or equal), Word/Excel/PowerPoint® for Windows (or equal), and Quick Utility Toolbox (or equal).

- z. Printer Media Cutter with Dual Rotary Blade: Shall be equipped with durable dual rotary blade cutter at no additional cost for initial set-up.

- aa. Other Features that must be included with the large format printer:
 - i. Power cords,
 - ii. sample heavy weight coated paper,
 - iii. adapters,
 - iv. print head,
 - v. maintenance cartridge,
 - vi. stacker,
 - vii. stand,
 - viii. 2”/3” core media spool,
 - ix. minimum 5-ink tanks (Matte Black, Black, Cyan, Magenta, Yellow),
 - x. Ethernet card,
 - xi. USB 2.0 high-speed interface,
 - xii. touch screen all-in-one control panel/monitor,
 - xiii. tools and screws,
 - xiv. user manual
 - xv. Quick set-up guide and other user instruction materials.

- bb. Print Speed: Minimum 147 D-sized prints per hour

- cc. User Job Storage: equipped with feature to distinguish and store user jobs

- dd. Scanner Requirements: Canon T36 or equal

- ee. Scanner with Digital Imaging/Contact Image Sensor (CIS) Technology, or equal
- ff. Digital color image capture minimum 48-bit RGB
- gg. Grayscale image capture minimum 16-bit
- hh. Colors: panchromatic monochrome, and black and white
- ii. Optimum object illumination through bi-directional extra long-life LED light system, or equal
- jj. Instant "on" scanning capability through bi-directional extra long-life LED light system, or equal
- kk. Maximum Resolution: 1,200 dpi (optical)
- ll. Scan Accuracy: Minimum +/- 0.1%, +/- 1 pixel
- mm. Maximum image width: 36"
- nn. Maximum media width: 38"
- oo. Scanning Speed: Up to 13" per second monochrome (16-bit @ 200 dpi), and up to 6" per second full color (48-bit @ 200 dpi)
- pp. Scanner USB 3.0 Interface: Minimum 75 Mbytes/second transfer rate
- qq. Scanner Document thickness: can scan a document that is up to .079" (2mm) maximum thickness
- rr. Scanner Paper path: Straight, face up/front load/ rear exit
- ss. Scanner Software: USB drive SmartWorks MFP or equal software shall be included; shall include customizable background presets, scan to multiple page pdf, ability to mark-up documents on the monitor, and show real-time preview.
- tt. Other features that shall be included with the scanner:
 - i. all-in-one Touch Screen computer with monitor (e.g., 15.6" size),
 - ii. power cord,
 - iii. power supply,
 - iv. USB 3.0 cable,
 - v. Ethernet cable,
 - vi. stand,
 - vii. paper guides,
 - viii. document return guides,

- ix. user manual,
- x. quick-start guide,
- xi. and calibration target.

uu. File Formats: Shall be able to work with following formats at minimum TIFF Group IV compressed (.tif file), FIFF, JPEG, G4 & PDF

2.2. Consumable Supplies: The contractor shall provide consumable supplies such as a print head maintenance cartridge, ink tanks, print heads, cutter blades, and roll paper as requested at pricing shown on the Vendor Response and Pricing Pages. The County will buy consumable supplies during the one-year warranty period but will cease purchasing consumable supplies once the County shifts to post-warranty coverage which requires the contractor's provision of consumable supplies.

- a. The contractor shall provide roll paper in 36" width and 42" width, a minimum 300' long, on either a 2" or 3" core.

2.3. Delivery: The contractor shall deliver and set-up the large format printer/scanner preferably within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Consumable items shall be delivered within five (5) business days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be to this address: Boone County Office of the Assessor 801 E. Walnut Street, Room 143, Columbia, MO 65202.

- a. The large format printer/scanner shall be delivered to the County with all manufacturer's materials such as an Owner's Manual and other operating and maintenance instructions.

2.4. Single Point of Contact: The contractor shall assign an account representative who will be the single point of contact for the County for the duration of the contract regarding all issues pertaining to delivery, billing, set-up, service and trouble-shooting at no additional cost to the County. The County shall not be referred to the manufacturer for service issues during the warranty and post-warranty periods.

2.5. Warranty: The contractor shall provide a minimum one-year that shall include all parts, labor and on-site service including travel to and from the Boone County Office of the Assessor site. Software upgrades shall also be included. During the warranty period, the contractor shall replace any defective products or products that fail to meet identified requirements and make necessary repairs and service at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the

equipment/supplies by the County. The County will be purchasing consumable supplies during the warranty period.

- 2.6. Post-Warranty Repair (Break-Fix) Service and Support: The contractor shall perform post-warranty repair (break-fix) service on an as needed, if needed basis as requested by the County.
- a. After the warranty described in section 3.1.6 above expires, the contractor shall provide post-warranty break-fix service that shall include parts and labor to address the needed repair. All costs for break-fix service shall be included in the annual break-fix service price to include system software updates. The County shall not pay time and materials while under break-fix service coverage. Break-fix service shall not include any consumables or print heads on the large format printer/scanner.
 - b. Upon request of the County, if the County determines necessary, the contractor shall provide an on-site machine inspection and cleaning. The on-site inspection/cleaning may or may not be on an on-going basis as the County so determines. The price shall be as quoted on the Vendor Response and Pricing Page subject to quoted price renewal increases that may be in effect at the time. The contractor shall understand and agree that the inspection/cleaning shall be provided only upon the request of the County.
 - c. Travel time may be billed at the quoted service trip charge.
- 2.7. Response Time for Warranty and Post-Warranty Tasks: The contractor must respond within 24-hours after the County's initial request for service if the call is made Mondays-Thursdays, and by the next business day if the call is placed on a Friday.
- a. Call-Back Response Time: The contractor must provide a "call back" response to hardware and software maintenance calls within four business (4) hours after the call is placed. Once it has been mutually determined that a service technician is required on-site for maintenance services, the contractor must respond with service personnel on-site within eight (8) business hours.
- 2.8. Training: At no additional cost to the County, the contractor must provide all training on-site required for successful operation of the equipment, including training materials that may benefit County staff learning how to use and trouble-shoot the large format printer/scanner prior to placing a service request.

2.9. Estimated Quantities: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

2.10. Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

a. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

b. The contractor shall send invoices to:

Boone County Information Technology Department
801 E. Walnut, Room 220
Columbia, Missouri 65201-7732

c. The contractor shall invoice in accordance with pricing shown on the Vendor Response and Pricing Pages. Itemization on the invoice shall adhere to applicable unit pricing in effect at the time of the invoice. Invoices shall identify the following at minimum.

- i Contractor name;
- ii Billing point of contact, address, phone number and e-mail;
- iii Remittance address
- iv Invoice date;
- v Invoice Number or unique identifier;
- vi Boone County Contract Number;
- vii Purchase Order Number;
- viii Account/Customer Name;
- ix Contract line item number with description, quantity, unit of measure, contract unit price, and extended price by line item;
- x Total invoice amount
- xi Payment terms that shall comply with contract terms

2.11. **Other Requirements:**

2.11.1. Replacement of Damaged Product: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.11.2. Return of Goods: The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.11.3. Product Substitutions: The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
- c. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- d. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.12. Contract Period:

2.12.1. The contract period shall be from **Date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **six (6)** one-year periods, or any portion thereof for on-going post-warranty maintenance. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.12.2. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.12.3. Cancellation: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

2.12.4. Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

2.13. Pricing:

2.13.1. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

2.13.2. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

2.13.3. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

2.13.4. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.13.5. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.14. Reports:

2.14.1. Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County off the contract.

2.15. Insurance Requirements: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any

subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.15.1. **Compensation Insurance:** The contractor shall carry and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide **Worker's Compensation Insurance** for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. **Worker's Compensation** coverage shall meet Missouri statutory limits. **Employers' Liability** limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the **Worker's Compensation Statute**, the contractor shall provide and shall cause each subcontractor to provide **Employers' Liability Insurance** for the protection of their employees not otherwise protected.
- 2.15.2. **Comprehensive General Liability Insurance:** The contractor shall carry and maintain during the life of the contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing **Comprehensive General Liability Insurance**, then the **Proof of Coverage of Insurance** shall also be included.
- 2.15.3. The contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The contractor shall provide the County with proof of **Owner's Protective Liability and Property Damage Insurance** with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.15.4. **Commercial Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from

any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.15.5. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- c. The contractor shall facilitate adding the County of Boone as a Certificate holder and forward to this address:

Certificate Holder address:
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201



3.

BIDDER'S INSTRUCTIONS AND EVALUATION

3.1

RESPONSE CONTENT: It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

3.2

SUBMITTAL OF RESPONSES: Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

3.2.2.

Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the Purchasing menu.

3.3.

BID OPENING: On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.

3.3.1.

Removal from Vendor Database: If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.4.

RESPONSE CLARIFICATION: The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.

3.4.1.

Rejection or Correction of Responses: The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

3.5.

EVALUATION PROCESS: The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the

County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, total cost to the County, as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



County of Boone

Purchasing Department

4. **Vendor's Response and Pricing Pages**

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: SumnerOne
- 4.2. Address: 6701 Stephens Station Rd
- 4.3. City/Zip: Columbia 65203
- 4.4. Phone Number: 573-499-5300
- 4.5. Fax Number: 573-875-6104
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
Wayne Rueger wrueger@sumnerone.com
- 4.7. Federal Tax ID: 43-1332770
- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the

vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):

4.8.2. Type or Print Signed Name:

Wayne Rueger

4.8.3. Today’s Date: 7/13/2020

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

 X Yes No

4.10. PRICING

The offeror must submit a firm, fixed price below for all line items. The pricing for the large format printer/scanner must include the optional Multifunction Roll System option (or equal) and 2”/3” Roll Holder Set. All pricing must include all necessary hardware and software as specified herein, and pricing must be quoted FOB Destination Freight Prepaid and Allowed which means the County will not pay insurance, freight and shipping charges separately – said charges must be built into quoted pricing.

The total estimated purchase quantity for each line item below is 1

| <u>LINE ITEM</u> | <u>LINE ITEM DESCRIPTION</u> | <u>FIRM, FIXED TOTAL PRICE PER EACH</u> |
|------------------|---|--|
| 4.1.1 | <p>All-in-one Large Format Printer/Scanner Brand reference: Canon image PROGRAF TX-4000 MFP T36, or equal Shall include the optional Multifunction Roll System option (or equal), the 2”/3” Roll Holder Set, and the TX stacker.</p> <p>Identify below specifics about the large format</p> | <p>\$ 9,560.00</p> <p>Per Each – Total</p> |

| | | |
|-------|---|----------|
| | <p>printer/scanner being proposed:</p> <p>Brand: Canon</p> <hr/> <p>Model/SKU #: TX-4000 MFP</p> <hr/> <p>SKU 2444C006AC</p> <hr/> <p>Size/Dimensions of Large Format Printer/Scanner Unit/Footprint: 41.8" x 71.7" x 36"</p> <hr/> <p>If not bidding the Canon image PROGRAF TX-4000 MFP T36 Large Format Printer/Scanner then complete Exhibit A to show comparison between the model being bid and the Canon image PROGRAF TX-4000 MFP T36 Large Format Printer/Scanner</p> | |
| 4.1.2 | Replacement Cutter Dual Edge Blade | \$ 86 |
| | | Per Each |
| 4.1.3 | Replacement Maintenance Cartridge | \$ 81 |
| | | Per Each |
| 4.1.4 | Replacement Print Head – PF06 (or equal) | \$ 427 |
| | | Per Each |

| | | |
|--------|---|---|
| 4.1.5 | Replacement Ink Tank (individual ink price – pricing shall apply to any of the five colors that may be ordered) 160 ml size | \$ 81 Per Each |
| 4.1.6 | Replacement Ink Tank (individual ink price – pricing shall apply to any of the five colors that may be ordered) 330 ml size | \$ 154 Per Each |
| 4.1.7 | Replacement Ink Tank (individual ink price – pricing shall apply to any of the five colors that may be ordered) 700 ml size | \$ 285 Per Each |
| 4.1.8 | Roll paper, matte finish, white, 20# bond, 36"X300', 2"3/4" core | \$ 46 Per Each |
| 4.1.9 | Describe paper below: 36 X 300' (20) (75 GSM) WHITE INKJET BOND ROLLS 2" CORE | \$ 53 Per Each |
| 4.1.10 | Total annual price for break-fix service as described in paragraph 2.6 and its sub-paragraphs. | \$ 1,623 Total Annual Price - Break-Fix Service |
| 4.1.11 | On-Site Inspection/Cleaning - Quote a total firm, fixed price to provide on-site machine inspection/cleaning as defined | \$ 120 Total One-Time Price for Inspection and Cleaning |

| | | |
|--|--|--|
| | in paragraph 2.6 and its sub-paragraphs. | |
|--|--|--|

4.1.12 Renewal Options Price Adjustments:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of six (6) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.1.12.1 Renewal Option Percentage Price Adjustment 1st Renewal Period

same % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: no change OR Minimum Decrease: no change

4.1.12.2 Renewal Option Percentage Price Adjustment 2nd Renewal Period

same % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: no change OR Minimum Decrease: no change

**4.1.12.3 Renewal Option Percentage Price Adjustment
3rd Renewal Period**

same % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: no change OR Minimum Decrease: no change

**4.1.12.4 Renewal Option Percentage Price Adjustment
4th Renewal Period**

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 5% OR Minimum Decrease: N/A

**4.1.12.5 Renewal Option Percentage Price Adjustment
5th Renewal Period**

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 5% OR Minimum Decrease: N/A

**4.1.12.6 Renewal Option Percentage Price Adjustment
6th Renewal Period**

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 5% OR Minimum Decrease: N/A

4.2. Canon Authorized Dealer: The offeror must be a currently authorized Canon dealer. Check below that the offeror is a currently authorized Canon dealer for large format scanning equipment. Provide corroborating documentation with the proposal that indicates that the offeror is a current Canon authorized dealer. Failure to submit documentation upon request of the Purchasing office may result in a negative assessment of the bid.

Currently an authorized Canon dealer:

4.3. Delivery and Set-Up Timeframe:

4.3.1. Delivery and set-up of large format printer/scanner: The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: calendar days ARO.

4.3.2. Delivery of consumables for large format printer/scanner: The desired delivery is five (5) business days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: calendar days ARO.

4.4. Warranty:

4.4.1. A one-year warranty is required. If the offeror's initial warranty is longer, then the offeror should state the warranty period for the large format printer/scanner which shall cover all parts and labor during the specified warranty period. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County:

Warranty on Parts: 1 Year

Warranty on Labor: 1 Year

4.5. Repair Service and Support:

4.5.1. Describe in the available space the offeror's proposed method for providing post-warranty break-fix repair service and support- identify the availability or lead time required for anticipated repair parts and supplies:

Next-Day or 2-day for non inventory parts, Same day next day for inventory items.

4.6. Single Point of Contact Information: Provide the contact name, phone number and e-mail for providing Single Point of Service tasks as referenced in paragraph 3.1.5.

herein, to include scheduling services and on-going project communication, and their times of availability (e.g., M-F, 8AM-5PM CT):

Name: Wayne Rueger

Phone: 573-499-5300

E-Mail: wrueger@sumnerone.com

Hours: 7-6 M-F (additional or a designate as needed)

4.7. **Other Features:** Describe other features of the offeror's large format printer/scanner, and warranty and post-warranty maintenance that the offeror believes would be of interest to the County as it evaluates the vendor's response:

Top 10 Canon dealer in the US, Industry leading Customer Satisfaction Results (98 NPS)

Warehouse, inventory, dispatching and decision making within Columbia/Boone County

4.8. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days ARO.

4.9. **Vendor's References:**

Provide at least two (2) references for whom the vendor has provided with a Canon Large Format Printer/Scanner including related repair service for in the past twelve (12) months:

4.9.1. • **Reference 1**

Company/Entity Name: AAIC Inc.

Contact Name: Randy Mitchell

Contact's Title: Director

City: Collinsville State: IL

Telephone Number and Area Code: 618-345-1270

E-mail Address: rmitchell@aaicinc.com

Description of Equipment/Services Furnished: Lease of Canon TX 3000 plus service

Availability of Reference: M-F 8-5

4.9.2.

• **Reference 2**

Company/Entity Name: City of Collinsville
Contact Name: Derek Jackson
Contact's Title: Deputy City Manager
City: Collinsville State: IL
Telephone Number and Area Code: 618-346-5200 ext. 1129
E-mail Address: djackson@collinsvilleil.org
Description of Equipment/Services Furnished: Sale of and service of Canon TX-3000
Availability of Reference: M-F 8-5

4.10.

Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

EXHIBIT A

**ONLY COMPLETE IF NOT OFFERING THE CANON Image PROGRAF TX-4000 MFP
T36Large Format Printer/Scanner**

| | | |
|--|------------------------------------|---|
| Large Format Printer/Scanner Requirements: | | <i>The offeror is to Describe in the available space by each specification how the large format Printer/Scanner that is proposed meets the minimum requirements. If not completed with the offer, the offeror shall complete at the request of the Purchasing Department within five (5) business days of the request or the proposal may be determined to be unacceptable:</i> |
| Identify Brand and Model being offered | Brand: | Model: |
| Identify in the space to the right that the brand/model being proposed is a compact, all-in-one large format printer that includes a scanner | | |
| 3.1.2(a) | Simultaneous Processing Capability | Allows scanning and printing to occur simultaneously |
| 3.1.2(b) | Includes Multifunction Roll System | Allows a second roll option including 2"3" roll holders to allow the unit to use different paper types and sizes: |
| 3.1.2(c) | Printer Type/Technology | Minimum 5-Color 44-inch Printer/Photolithography, inkjet nozzle engineering, print head swath minimum 1.07": |
| 3.1.2(d) | Printer Minimum Color Set | Pigment Ink (or equal): Matte Black, Black, Cyan, Magenta, Yellow: |

| | | |
|----------|------------------------------------|---|
| 3.1.2(e) | Print Resolution and Line Accuracy | Up to 2400×1200dpi maximum resolution and +/- 0.1% line accuracy: |
| 3.1.2(f) | OS Compatibility | Windows® 7, 8.1, 10 (32/64bit) Windows® Server 2008 R2, 2012, 2012 R2, 2016 (64bit): |
| 3.1.2(g) | Printer Standard Interface | USB 2.0 High-Speed 10/100/1000 Base-T/TX, Wireless LAN (IEEE 802.11 b/g/n); direct USB thumb drive: |
| 3.1.2(h) | Buffer / Ram | Minimum 128 GB (Virtual) 2 GB (Physical): |
| 3.1.2(i) | Hard Drive | Minimum 500 GB: |
| 3.1.2(j) | Media Width | Cut Sheet: Minimum 8" - 44" Roll Feed: Minimum 8" - 44": |
| 3.1.2(k) | Media Thickness | Cut Sheet: Minimum 0.07-0.8mm (2.8-31.4mil) Roll: Minimum 0.07 - 0.8 mm (2.8 - 31.4mil): |
| 3.1.2(l) | Maximum Roll Print Length | Roll Feed: Minimum 59' (18 meters): |
| 3.1.2(m) | Maximum Media Roll Diameter | Maximum 6.7" (170mm): |

| | | |
|----------|---|---|
| | | |
| 3.1.2(n) | Borderless Printing Width (For Roll Media Only) | Shall be able to accommodate multiple widths for example: 8", 10", 12", 14", 16" 17", 20", 24", 30", 36", 42", 44" B4 (10.12"/257 mm), A3 (11.69"/297 mm), A3+ (12.95"/329 mm), A2 (16.54"/420 mm), B2 (20.28"/515 mm), A1 (23.39"/594 mm), B1 (28.66"/ 728 mm), A0 (33.11"/841 mm), B0 (40.55"/1030 mm): |
| 3.1.2(o) | Paper-Feed Method/Roll Feed | One Roll, Front Output |
| 3.1.2(p) | Front Loading Manual Feed: | One Roll, Front Output |
| 3.1.2(q) | Stacker | Must include paper feed stacker and hold minimum of 100 sheets of Arch C, D, or E size. A paper floor bin feeder shall be deemed unacceptable: |
| 3.1.2(r) | Printer Languages | Multiple to include SGRaster, HPGL/2, HP-RTL, PDF, JPEG: |
| 3.1.2(s) | Printer Noise Level | Operation: 51 dB (A) or less Standby: 35 dB (A) or less: |
| 3.1.2(t) | Print Physical Dimensions | Shall not exceed available floor space in Resource Management Department, e.g., 46.0" x 62.7" x 46.8" (Main unit and TX Stacker): |
| 3.1.2(u) | Printer Electrical/Power Source | Shall be fully equipped with 120v Plug and meet UL standards; AC-100-240V (50-60Hz): |

| | | |
|----------|---|--|
| | | |
| 3.1.2(v) | Printer/Scanner Power Consumption | Maximum: 107W (in operation) and shall meet Energy Star recommendations/rating: |
| 3.1.2(w) | Internet-Ready | Shall be Internet/Wi-Fi Ready |
| 3.1.2(x) | Printer Software Included at No Additional Charge to County | Accounting Manager (or equal), Canon Print Service (or equal), Device Management Console (or equal), Direct Print & Share ⁶ (or equal), Free Layout Tool (or equal), Media Configuration Tool (or equal), PosterArtist Lite for Windows (or equal), Printer Driver Extra Kit for Windows/Mac (Free Print Utility Layout, Advanced Preview), Optimized Driver for AutoCAD (or equal), Print Plug-in for Microsoft® (or equal), Word/Excel/PowerPoint® for Windows (or equal), and Quick Utility Toolbox (or equal): |
| 3.1.2(y) | Printer Media Cutter with Dual Rotary Blade | Shall be equipped with durable dual blade cutter at no additional cost for initial set-up: |
| 3.1.2(z) | Other features to be included with Printer – put a check-mark by each feature in the right column | <ul style="list-style-type: none"> i. <input type="checkbox"/> Power cords, ii. <input type="checkbox"/> sample heavy weight coated paper, iii. <input type="checkbox"/> adapters, iv. <input type="checkbox"/> print head, |

| | | |
|-----------|---|--|
| | | <ul style="list-style-type: none"> v. <input type="checkbox"/> maintenance cartridge, vi. <input type="checkbox"/> stacker, vii. <input type="checkbox"/> stand, viii. <input type="checkbox"/> 2”/3” core media spool, ix. <input type="checkbox"/> minimum 5-ink tanks (Matte Black, Black, Cyan, Magenta, Yellow), x. <input type="checkbox"/> Ethernet card, xi. <input type="checkbox"/> USB 2.0 high-speed interface, xii. <input type="checkbox"/> touch screen all-in-one control panel/monitor, xiii. <input type="checkbox"/> tools and screws, xiv. <input type="checkbox"/> user manual xv. <input type="checkbox"/> Quick set-up guide and other user instruction materials. |
| 3.1.2(aa) | Print Speed | Shall produce a minimum 147-D sized prints an hour: _____ |
| 3.1.2(bb) | User Job Storage | Equipped with feature to distinguish and store user jobs: _____ |
| 3.1.2(cc) | Scanner Requirement | Brand/Model: _____ |
| 3.1.2(dd) | Digital Imaging/Contact Image Sensor Technology | Scanner is equipped with this technology: _____ |

| | | |
|-----------|--|---|
| 3.1.2(ee) | Digital color image capture minimum 48-bit RGB | Scanner is equipped with this technology: |
| 3.1.2(ff) | Grayscale image capture minimum 16-bit | Scanner is equipped with this technology: |
| 3.1.2(gg) | Colors: panchromatic, monochrome, and black and white | Scanner meets: |
| 3.1.2(hh) | Optimum object illumination through bi-directional extra long-life LED light system, or equal | Scanner is equipped with this technology: |
| 3.1.2(ii) | Instant "on" scanning capability through bi-directional extra long-life LED light system, or equal | Scanner is equipped with this technology: |
| 3.1.2(jj) | Maximum Resolution: 1,200 dpi (optical) | Scanner meets: |
| 3.1.2(kk) | Scan Accuracy: Minimum +/-0.1%, +/- 1 pixel | Scanner meets: |
| 3.1.2(ll) | Maximum image width: 36" | Scanner meets: |

| | | |
|-----------|---|--|
| 3.1.2(mm) | Maximum media width: 38" | Scanner meets: |
| 3.1.2(nn) | Scanning Speed: Up to 13" per second monochrome (16-bit @ 200 dpi), and up to 6" per second full color (48-bit) @ 200 dpi: | Scanner meets: |
| 3.1.2(oo) | Scanner USB 3.0 Interface | Scanner meets: |
| 3.1.2(pp) | Scanner document thickness | Can scan a document that is up to .079" (2 mm) maximum thickness: _____ |
| 3.1.2(qq) | Scanner paper path | Straight, face-up/front load/rear exit: |
| 3.1.2(rr) | Scanner software | USB drive SmartWorks MFP or equal software shall be included; shall include customizable background presets, scan to multiple page pdf, ability to mark-up documents on monitor, and show real-time preview: |
| 3.1.2(ss) | Other features included with Scanner – put a check-mark by each in column to the right | <ul style="list-style-type: none"> i. <input type="checkbox"/> all-in-one Touch Screen computer with monitor (e.g., 15.6" size), ii. <input type="checkbox"/> power cord, iii. <input type="checkbox"/> power supply, |

(Please complete and return with Bid Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Wayne Rueger Head of Service and Operations

Name and Title of Authorized Representative

Signature

7/13/2020

Date

| | | |
|------------------|---|---|
| | | <ul style="list-style-type: none"> iv. <input type="checkbox"/> USB 3.0 cable, v. <input type="checkbox"/> Ethernet cable, vi. <input type="checkbox"/> stand, vii. <input type="checkbox"/> paper guides, viii. <input type="checkbox"/> document return guides, ix. <input type="checkbox"/> user manual, x. <input type="checkbox"/> quick start guide, xi. <input type="checkbox"/> calibration target. |
| <p>3.1.2(tt)</p> | <p>File formats: Shall be able to work with the following formats at minimum TIFF Group IV compressed (.tif file), FIFF, JPEG, G4, & PDF:</p> | <p>Scanner meets:</p> |

(Please complete and return with Bid Response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

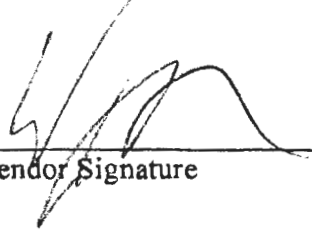
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

7/13/2020

Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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



Company ID Number: 1199520

Approved by:

| | |
|---|---------------------------|
| E-Verify Employer Agent Employer SumnerOne | |
| Name (Please Type or Print) Kelly E Mixon | Title |
| Signature Electronically Signed | Date 05/18/2017 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 05/18/2017 |



Company ID Number: 1199520

| Information Required for the E-Verify Program | |
|--|---|
| Information relating to your Company: | |
| Company Name | SumnerOne |
| Company Facility Address | 6717 Waldemar Ave St Louis, MO 63139 |
| Company Alternate Address | |
| County or Parish | SAINT LOUIS CITY |
| Employer Identification Number | 431332770 |
| North American Industry Classification Systems Code | 424 |
| Parent Company | |
| Number of Employees | 100 to 499 |
| Number of Sites Verified for | 1 |

CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

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

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

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



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

Liz Palazzolo, Senior Buyer

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

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.**
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



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

"No Bid" Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

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

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

Bid: 30-15JUL20 – Large Format Printer/Scanner – Acquisition and Post-Warranty Repair Service and Support

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



**ADDENDUM #1 to RFB 30-15JUL20
LARGE FORMAT PRINTER/SCANNER – ACQUISITION AND POST-
WARRANTY REPAIR SERVICE AND SUPPORT**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

**Request for Bid #30-15JUL20 – LARGE FORMAT PRINTER/SCANNER – ACQUISITION AND POST-
WARRANTY REPAIR SERVICE AND SUPPORT**

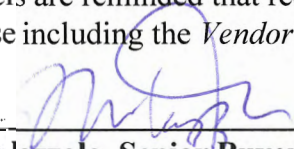
ADDENDUM # 1 - Issued July 10, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 30-15JUL20:

1. Paragraph 2.2.2 is **REVISED** as follows (text deleted):

2.2.2 Consumable Supplies: The contractor shall provide consumable supplies such as a print head maintenance cartridge, ink tanks, print heads, cutter blades, and roll paper as requested at pricing shown on the Vendor Response and Pricing Pages.”

This addendum is issued in accordance with the RFB paragraph 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 

Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for Bid #30-15JUL20 – LARGE FORMAT PRINTER/SCANNER – ACQUISITION AND POST-WARRANTY REPAIR SERVICE AND SUPPORT**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **30-15JUL20**

Commodity Title: **LARGE FORMAT PRINTER/SCANNER –
ACQUISITION AND POST-WARRANTY REPAIR
SERVICE AND SUPPORT**

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

Bid Submission Address and Deadline

Day / Date: **Wednesday, July 15, 2020**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor’s expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer
lpalazzolo@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

Bid Opening

Day / Date: **Wednesday, July 15, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

Bid Tabulation – available on-line

<https://www.showmeboone.com/purchasing/bids/>

Bid Contents

1. **Introduction and General Conditions of Bidding**
2. **Scope of Work**
3. **Bidder's Instructions and Evaluation**
4. **Vendor's Response and Pricing Pages**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**



County of Boone

Purchasing Department

1. Introduction and General Conditions of Bidding

1.1. INVITATION: This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. **Purpose:** Boone County, hereafter referred to as “County,” proposes to contract with an individual(s) or organization(s), hereinafter referred to as “contractor” for a contract for providing a large format printer/scanner, warranty coverage, and perform post-warranty maintenance as set forth herein for the Boone County Office of the Assessor.

1.2. DEFINITIONS:

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

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

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

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

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

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

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.

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

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined.

A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

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

1.4. **AWARD:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item by item basis, by group of items, or on an “all or none” basis, as determined to be in the County’s best interests as determined by the County evaluation committee. That is, the award will not be determined by price alone, but will be made to the bidder with the “lowest and best” bid. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor’s Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.



2. SCOPE OF WORK

2.1. **GENERAL REQUIREMENTS:** The contractor shall provide a new large format printer/scanner, set-up of the large format printer/scanner to make it fully operational, provide on-site user training to the County, and as needed, if needed post-warranty break-fix repair service and support in compliance with terms and specifications stated herein for the Boone County Office of the Assessor at firm, fixed pricing quoted on the Vendor Response and Pricing Pages.

2.1.1. **Technical Requirements:** The following minimum requirements must be met by the large format printer/scanner provided by the contractor. The contractor shall provide one (1) Canon image PROGRAF TX-4000 MFP T36 Printer/scanner, compact all-in-one large format printer/scanner that includes the PROGRAF TX-4000 MFP printer, T36 scanner, RU-42 Multifunction Roll System, 2²/₃" Roll Holder Set, TX stacker, equal brand/model acceptable.

- a. Multi-Function User Interface: Unit shall be delivered with Windows 10 operating system, no older than version 1909.
- b. Simultaneous Processing Capability: Allows scanning and printing to occur simultaneously
- c. Shall include the Multifunction Roll System option that allows a second roll option including 2²/₃" roll holders to allow the unit to use different paper types and sizes
- d. Printer Type/Technology: Minimum 5-Color 44-inch Printer/Photolithography, inkjet nozzle engineering, print head swath minimum 1.07"
- e. Printer Minimum Color Set: Pigment Ink (or equal): Matte Black, Black, Cyan, Magenta, Yellow.
- f. Print Resolution and Line Accuracy: Up to 2400×1200dpi maximum resolution and +/- 0.1% line accuracy.
- g. OS Compatibility: Windows® 7, 8.1, 10 (32/64bit) Windows® Server 2008 R2, 2012, 2012 R2, 2016 (64bit).
- h. Printer Standard Interface: USB 2.0 High-Speed 10/100/1000 Base-T/TX, Wireless LAN (IEEE 802.11 b/g/n): direct USB thumb drive printing
- i. Buffer / Ram: Minimum 128 GB (Virtual) 2 GB (Physical).

- j. Hard Drive: Minimum 500 GB.
- k. Media Width: Cut Sheet: Minimum 8" - 44"; Roll Feed: Minimum 8" - 44".
- l. Media Thickness: Cut Sheet: Minimum 0.07-0.8mm (2.8-31.4mil);
Roll: Minimum 0.07 - 0.8 mm (2.8 - 31.4mil).
- m. Maximum Roll Print Length: Roll Feed: Minimum 59' (18 meters).
- n. Maximum Media Roll Outer Diameter: Maximum 6.7" (170mm).
- o. Borderless Printing Width (For Roll Media Only): Shall be able to accommodate multiple widths for example: 8", 10", 12", 14", 16", 17", 20", 24", 30", 36", 42", 44" B4 (10.12"/257 mm), A3 (11.69"/297 mm), A3+ (12.95"/329 mm), A2 (16.54"/420 mm), B2 (20.28"/515 mm), A1 (23.39"/594 mm), B1 (28.66"/ 728 mm), A0 (33.11"/841 mm), B0 (40.55"/1030 mm)
- p. Paper-Feed Method/Roll Feed: One Roll, Front-loading, Front Output
- q. Front Loading Manual Feed: One Roll, Front Output
- r. TX Stacker: Must include paper feed stacker and hold a minimum of 100 sheets of Arch C, D or E size. A paper floor bin feeder shall be deemed unacceptable
- s. Printer Languages: Multiple to include SGRaster, HPGL/2, HP-RTL, PDF, JPEG.
- t. Printer Noise Level: Operation: 51 dB (A) or less;
Standby: 35 dB (A) or less.
- u. Printer Physical Dimensions: Shall not exceed available floor space in the Boone County Office of the Assessor, e.g., 46.0" x 62.7" x 46.8" (Main unit and TX Stacker).
- v. Printer Electrical/Power Source: Shall be fully equipped with 120v Plug and meet UL standards; AC-100-240V (50-60Hz).
- w. Printer/Scanner Power Consumption: Maximum: 107W (in operation) and shall meet Energy Star recommendations/rating.
- x. Internet-Ready: The printer/scanner shall be Internet/Wi-Fi Ready.

- y. Printer Software that shall be included and loaded at no additional charge to the County:
 - i. Accounting Manager (or equal),
 - ii. Canon Print Service (or equal),
 - iii. Device Management Console (or equal),
 - iv. Direct Print & Share (or equal),
 - v. Free Layout Tool (or equal),
 - vi. Media Configuration Tool (or equal),
 - vii. PosterArtist Lite for Windows (or equal),
 - viii. Printer Driver Extra Kit for Windows/Mac (Free Print Utility Layout, Advanced Preview),
 - ix. Optimized Driver for AutoCAD (or equal),
 - x. Print Plug-in for Microsoft® (or equal), Word/Excel/PowerPoint® for Windows (or equal),
 - xi. and Quick Utility Toolbox (or equal).

- z. Printer Media Cutter with Dual Rotary Blade: Shall be equipped with durable dual rotary blade cutter at no additional cost for initial set-up.

- aa. Other Features that must be included with the large format printer:
 - i. Power cords,
 - ii. sample heavy weight coated paper,
 - iii. adapters,
 - iv. print head,
 - v. maintenance cartridge,
 - vi. stacker,
 - vii. stand,
 - viii. 2²/₃” core media spool,
 - ix. minimum 5-ink tanks (Matte Black, Black, Cyan, Magenta, Yellow),
 - x. Ethernet card,
 - xi. USB 2.0 high-speed interface,
 - xii. touch screen all-in-one control panel/monitor,
 - xiii. tools and screws,
 - xiv. user manual
 - xv. Quick set-up guide and other user instruction materials.

- bb. Print Speed: Minimum 147 D-sized prints per hour

- cc. User Job Storage: equipped with feature to distinguish and store user jobs

- dd. Scanner Requirements: Canon T36 or equal

- ee. Scanner with Digital Imaging/Contact Image Sensor (CIS) Technology, or equal
- ff. Digital color image capture minimum 48-bit RGB
- gg. Grayscale image capture minimum 16-bit
- hh. Colors: panchromatic monochrome, and black and white
- ii. Optimum object illumination through bi-directional extra long-life LED light system, or equal
- jj. Instant “on” scanning capability through bi-directional extra long-life LED light system, or equal
- kk. Maximum Resolution: 1,200 dpi (optical)
- ll. Scan Accuracy: Minimum +/- 0.1%, +/- 1 pixel
- mm. Maximum image width: 36”
- nn. Maximum media width: 38”
- oo. Scanning Speed: Up to 13” per second monochrome (16-bit @ 200 dpi), and up to 6” per second full color (48-bit @ 200 dpi)
- pp. Scanner USB 3.0 Interface: Minimum 75 Mbytes/second transfer rate
- qq. Scanner Document thickness: can scan a document that is up to .079” (2mm) maximum thickness
- rr. Scanner Paper path: Straight, face up/front load/ rear exit
- ss. Scanner Software: USB drive SmartWorks MFP or equal software shall be included; shall include customizable background presets, scan to multiple page pdf, ability to mark-up documents on the monitor, and show real-time preview.
- tt. Other features that shall be included with the scanner:
 - i. all-in-one Touch Screen computer with monitor (e.g., 15.6” size),
 - ii. power cord,
 - iii. power supply,
 - iv. USB 3.0 cable,
 - v. Ethernet cable,
 - vi. stand,
 - vii. paper guides,
 - viii. document return guides,

- ix. user manual,
- x. quick-start guide,
- xi. and calibration target.

uu. File Formats: Shall be able to work with following formats at minimum TIFF Group IV compressed (.tif file), FIFF, JPEG, G4 & PDF

2.2. Consumable Supplies: The contractor shall provide consumable supplies such as a print head maintenance cartridge, ink tanks, print heads, cutter blades, and roll paper as requested at pricing shown on the Vendor Response and Pricing Pages. The County will buy consumable supplies during the one-year warranty period but will cease purchasing consumable supplies once the County shifts to post-warranty coverage which requires the contractor's provision of consumable supplies.

- a. The contractor shall provide roll paper in 36" width and 42" width, a minimum 300' long, on either a 2" or 3" core.

2.3. Delivery: The contractor shall deliver and set-up the large format printer/scanner preferably within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Consumable items shall be delivered within five (5) business days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be to this address: Boone County Office of the Assessor 801 E. Walnut Street, Room 143, Columbia, MO 65202.

- a. The large format printer/scanner shall be delivered to the County with all manufacturer's materials such as an Owner's Manual and other operating and maintenance instructions.

2.4. Single Point of Contact: The contractor shall assign an account representative who will be the single point of contact for the County for the duration of the contract regarding all issues pertaining to delivery, billing, set-up, service and trouble-shooting at no additional cost to the County. The County shall not be referred to the manufacturer for service issues during the warranty and post-warranty periods.

2.5. Warranty: The contractor shall provide a minimum one-year that shall include all parts, labor and on-site service including travel to and from the Boone County Office of the Assessor site. Software upgrades shall also be included. During the warranty period, the contractor shall replace any defective products or products that fail to meet identified requirements and make necessary repairs and service at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the

equipment/supplies by the County. The County will be purchasing consumable supplies during the warranty period.

- 2.6.** Post-Warranty Repair (Break-Fix) Service and Support: The contractor shall perform post-warranty repair (break-fix) service on an as needed, if needed basis as requested by the County.
- a. After the warranty described in section 3.1.6 above expires, the contractor shall provide post-warranty break-fix service that shall include parts and labor to address the needed repair. All costs for break-fix service shall be included in the annual break-fix service price to include system software updates. The County shall not pay time and materials while under break-fix service coverage. Break-fix service shall not include any consumables or print heads on the large format printer/scanner.
 - b. Upon request of the County, if the County determines necessary, the contractor shall provide an on-site machine inspection and cleaning. The on-site inspection/cleaning may or may not be on an on-going basis as the County so determines. The price shall be as quoted on the Vendor Response and Pricing Page subject to quoted price renewal increases that may be in effect at the time. The contractor shall understand and agree that the inspection/cleaning shall be provided only upon the request of the County.
 - c. Travel time may be billed at the quoted service trip charge.
- 2.7.** Response Time for Warranty and Post-Warranty Tasks: The contractor must respond within 24-hours after the County's initial request for service if the call is made Mondays-Thursdays, and by the next business day if the call is placed on a Friday.
- a. Call-Back Response Time: The contractor must provide a "call back" response to hardware and software maintenance calls within four business (4) hours after the call is placed. Once it has been mutually determined that a service technician is required on-site for maintenance services, the contractor must respond with service personnel on-site within eight (8) business hours.
- 2.8.** Training: At no additional cost to the County, the contractor must provide all training on-site required for successful operation of the equipment, including training materials that may benefit County staff learning how to use and trouble-shoot the large format printer/scanner prior to placing a service request.

2.9. Estimated Quantities: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

2.10. Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

a. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

b. The contractor shall send invoices to:

Boone County Information Technology Department
801 E. Walnut, Room 220
Columbia, Missouri 65201-7732

c. The contractor shall invoice in accordance with pricing shown on the Vendor Response and Pricing Pages. Itemization on the invoice shall adhere to applicable unit pricing in effect at the time of the invoice. Invoices shall identify the following at minimum.

- i Contractor name;
- ii Billing point of contact, address, phone number and e-mail;
- iii Remittance address
- iv Invoice date;
- v Invoice Number or unique identifier;
- vi Boone County Contract Number;
- vii Purchase Order Number;
- viii Account/Customer Name;
- ix Contract line item number with description, quantity, unit of measure, contract unit price, and extended price by line item;
- x Total invoice amount
- xi Payment terms that shall comply with contract terms

2.11. **Other Requirements:**

2.11.1. Replacement of Damaged Product: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

- 2.11.2. Return of Goods: The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.
- 2.11.3. Product Substitutions: The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.
- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
 - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
 - c. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
 - d. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.12. Contract Period:

- 2.12.1. The contract period shall be from **Date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **six (6)** one-year periods, or any portion thereof for on-going post-warranty maintenance. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.
- 2.12.2. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.12.3. Cancellation: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

2.12.4. Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

2.13. Pricing:

2.13.1. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

2.13.2. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

2.13.3. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

2.13.4. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.13.5. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.14. Reports:

2.14.1. Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County off the contract.

2.15. Insurance Requirements: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any

subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.15.1. **Compensation Insurance:** The contractor shall carry and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.15.2. **Comprehensive General Liability Insurance:** The contractor shall carry and maintain during the life of the contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.15.3. The contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.15.4. **Commercial Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from

any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.15.5. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- c. The contractor shall facilitate adding the County of Boone as a Certificate holder and forward to this address:

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201



3.

BIDDER'S INSTRUCTIONS AND EVALUATION

3.1

RESPONSE CONTENT: It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

3.2

SUBMITTAL OF RESPONSES: Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

3.2.2.

Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

3.3.

BID OPENING: On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.

3.3.1.

Removal from Vendor Database: If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.4.

RESPONSE CLARIFICATION: The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.

3.4.1.

Rejection or Correction of Responses: The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

3.5.

EVALUATION PROCESS: The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the

County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, total cost to the County, as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature:

4.7. Federal Tax ID: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the

vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today’s Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10. PRICING

The offeror must submit a firm, fixed price below for all line items. The pricing for the large format printer/scanner must include the optional Multifunction Roll System option (or equal) and 2”/3” Roll Holder Set. All pricing must include all necessary hardware and software as specified herein, and pricing must be quoted FOB Destination Freight Prepaid and Allowed which means the County will not pay insurance, freight and shipping charges separately – said charges must be built into quoted pricing.

The total estimated purchase quantity for each line item below is 1

| <u>LINE ITEM</u> | <u>LINE ITEM DESCRIPTION</u> | <u>FIRM, FIXED TOTAL PRICE PER EACH</u> |
|------------------|---|---|
| 4.1.1 | <p>All-in-one Large Format Printer/Scanner Brand reference: Canon image PROGRAF TX-4000 MFP T36, or equal Shall include the optional Multifunction Roll System option (or equal), the 2”/3” Roll Holder Set, and the TX stacker.</p> <p>Identify below specifics about the large format</p> | <p>\$</p> <p>Per Each – Total</p> |

| | | |
|-------|--|----------------------|
| | <p>printer/scanner being proposed:</p> <p>Brand:</p> <hr/> <hr/> <p>Model/SKU #:</p> <hr/> <hr/> <p>Size/Dimensions of Large Format Printer/Scanner Unit/Footprint:</p> <hr/> <p>If not bidding the Canon image PROGRAF TX-4000 MFP T36 Large Format Printer/Scanner then complete Exhibit A to show comparison between the model being bid and the Canon image PROGRAF TX-4000 MFP T36 Large Format Printer/Scanner</p> | |
| 4.1.2 | Replacement Cutter Dual Edge Blade | \$ <hr/> Per Each |
| 4.1.3 | Replacement Maintenance Cartridge | \$ <hr/> Per Each |
| 4.1.4 | Replacement Print Head – PF06 (or equal) | \$ <hr/> Per Each |

| | | |
|--------|---|--|
| 4.1.5 | Replacement Ink Tank (individual ink price – pricing shall apply to any of the five colors that may be ordered) 160 ml size | \$ _____ Per Each |
| 4.1.6 | Replacement Ink Tank (individual ink price – pricing shall apply to any of the five colors that may be ordered) 330 ml size | \$ _____ Per Each |
| 4.1.7 | Replacement Ink Tank (individual ink price – pricing shall apply to any of the five colors that may be ordered) 700 ml size | \$ _____ Per Each |
| 4.1.8 | Roll paper, matte finish, white, 20# bond, 36"X300', 2"/3" core Describe paper below: _____ | \$ _____ Per Each |
| 4.1.9 | Roll paper, matte finish, white, 20# bond, 42"X300', 2"/3" core Describe paper below: _____ | \$ _____ Per Each |
| 4.1.10 | Total annual price for break-fix service as described in paragraph 2.6 and its sub-paragraphs. | \$ _____ Total Annual Price - Break-Fix Service |
| 4.1.11 | On-Site Inspection/Cleaning - Quote a total firm, fixed price to provide on-site machine inspection/cleaning as defined | \$ _____ Total One-Time Price for Inspection and Cleaning |

| | | |
|--|--|--|
| | in paragraph 2.6 and its sub-paragraphs. | |
|--|--|--|

4.1.12 Renewal Options Price Adjustments:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of six (6) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.1.12.1 Renewal Option Percentage Price Adjustment 1st Renewal Period

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.1.12.2 Renewal Option Percentage Price Adjustment 2nd Renewal Period

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.1.12.3 Renewal Option Percentage Price Adjustment
3rd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.1.12.4 Renewal Option Percentage Price Adjustment
4th Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.1.12.5 Renewal Option Percentage Price Adjustment
5th Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.1.12.6 Renewal Option Percentage Price Adjustment
6th Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.2. Canon Authorized Dealer: The offeror must be a currently authorized Canon dealer. Check below that the offeror is a currently authorized Canon dealer for large format scanning equipment. Provide corroborating documentation with the proposal that indicates that the offeror is a current Canon authorized dealer. Failure to submit documentation upon request of the Purchasing office may result in a negative assessment of the bid.

Currently an authorized Canon dealer:

4.3. Delivery and Set-Up Timeframe:

4.3.1. **Delivery and set-up of large format printer/scanner:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: calendar days ARO.

4.3.2. **Delivery of consumables for large format printer/scanner:** The desired delivery is five (5) business days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: calendar days ARO.

4.4. Warranty:

4.4.1. A one-year warranty is required. If the offeror's initial warranty is longer, then the offeror should state the warranty period for the large format printer/scanner which shall cover all parts and labor during the specified warranty period. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County:

Warranty on Parts: _____

Warranty on Labor: _____

4.5. Repair Service and Support:

4.5.1. Describe in the available space the offeror's proposed method for providing post-warranty break-fix repair service and support- identify the availability or lead time required for anticipated repair parts and supplies:

4.6. **Single Point of Contact Information:** Provide the contact name, phone number and e-mail for providing Single Point of Service tasks as referenced in paragraph 3.1.5.

herein, to include scheduling services and on-going project communication, and their times of availability (e.g., M-F, 8AM-5PM CT):

Name:

Phone:

E-Mail:

Hours:

- 4.7. **Other Features:** Describe other features of the offeror's large format printer/scanner, and warranty and post-warranty maintenance that the offeror believes would be of interest to the County as it evaluates the vendor's response:

- 4.8. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days ARO.

4.9. **Vendor's References:**

Provide at least two (2) references for whom the vendor has provided with a Canon Large Format Printer/Scanner including related repair service for in the past twelve (12) months:

- 4.9.1.
 - **Reference 1**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

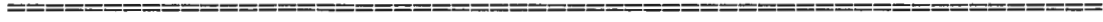
City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____



4.9.2. • **Reference 2**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.10. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

EXHIBIT A

ONLY COMPLETE IF NOT OFFERING THE CANON Image PROGRAF TX-4000 MFP
T36Large Format Printer/Scanner

| | | |
|--|------------------------------------|---|
| Large Format Printer/Scanner Requirements: | | <i>The offeror is to Describe in the available space by each specification how the large format Printer/Scanner that is proposed meets the minimum requirements. If not completed with the offer, the offeror shall complete at the request of the Purchasing Department within five (5) business days of the request or the proposal may be determined to be unacceptable:</i> |
| Identify Brand and Model being offered | Brand: | Model: |
| Identify in the space to the right that the brand/model being proposed is a compact, all-in-one large format printer that includes a scanner | | |
| 3.1.2(a) | Simultaneous Processing Capability | Allows scanning and printing to occur simultaneously |
| 3.1.2(b) | Includes Multifunction Roll System | Allows a second roll option including 2'3" roll holders to allow the unit to use different paper types and sizes: |
| 3.1.2(c) | Printer Type/Technology | Minimum 5-Color 44-inch Printer/Photolithography, inkjet nozzle engineering, print head swath minimum 1.07": |
| 3.1.2(d) | Printer Minimum Color Set | Pigment Ink (or equal): Matte Black, Black, Cyan, Magenta, Yellow: |

| | | |
|----------|------------------------------------|---|
| 3.1.2(e) | Print Resolution and Line Accuracy | Up to 2400×1200dpi maximum resolution and +/- 0.1% line accuracy: |
| 3.1.2(f) | OS Compatibility | Windows® 7, 8.1, 10 (32/64bit) Windows® Server 2008 R2, 2012, 2012 R2, 2016 (64bit): |
| 3.1.2(g) | Printer Standard Interface | USB 2.0 High-Speed 10/100/1000 Base-T/TX, Wireless LAN (IEEE 802.11 b/g/n): direct USB thumb drive: |
| 3.1.2(h) | Buffer / Ram | Minimum 128 GB (Virtual) 2 GB (Physical): |
| 3.1.2(i) | Hard Drive | Minimum 500 GB: |
| 3.1.2(j) | Media Width | Cut Sheet: Minimum 8" - 44" Roll Feed: Minimum 8" - 44": |
| 3.1.2(k) | Media Thickness | Cut Sheet: Minimum 0.07-0.8mm (2.8-31.4mil) Roll: Minimum 0.07 - 0.8 mm (2.8 - 31.4mil): |
| 3.1.2(l) | Maximum Roll Print Length | Roll Feed: Minimum 59' (18 meters): |
| 3.1.2(m) | Maximum Media Roll Diameter | Maximum 6.7" (170mm): |

| | | |
|----------|---|--|
| | | |
| 3.1.2(n) | Borderless Printing Width (For Roll Media Only) | Shall be able to accommodate multiple widths for example: 8", 10", 12", 14", 16", 17", 20", 24", 30", 36", 42", 44" B4 (10.12"/257 mm), A3 (11.69"/297 mm), A3+ (12.95"/329 mm), A2 (16.54"/420 mm), B2 (20.28"/515 mm), A1 (23.39"/594 mm), B1 (28.66"/ 728 mm), A0 (33.11"/841 mm), B0 (40.55"/1030 mm): |
| 3.1.2(o) | Paper-Feed Method/Roll Feed | One Roll, Front Output |
| 3.1.2(p) | Front Loading Manual Feed: | One Roll, Front Output |
| 3.1.2(q) | Stacker | Must include paper feed stacker and hold minimum of 100 sheets of Arch C, D, or E size. A paper floor bin feeder shall be deemed unacceptable: |
| 3.1.2(r) | Printer Languages | Multiple to include SGRaster, HPGL/2, HP-RTL, PDF, JPEG: |
| 3.1.2(s) | Printer Noise Level | Operation: 51 dB (A) or less Standby: 35 dB (A) or less: |
| 3.1.2(t) | Print Physical Dimensions | Shall not exceed available floor space in Resource Management Department, e.g., 46.0" x 62.7" x 46.8" (Main unit and TX Stacker): |
| 3.1.2(u) | Printer Electrical/Power Source | Shall be fully equipped with 120v Plug and meet UL standards; AC-100-240V (50-60Hz): |

| | | |
|----------|---|--|
| | | |
| 3.1.2(v) | Printer/Scanner Power Consumption | Maximum: 107W (in operation) and shall meet Energy Star recommendations/rating: |
| 3.1.2(w) | Internet-Ready | Shall be Internet/Wi-Fi Ready |
| 3.1.2(x) | Printer Software Included at No Additional Charge to County | Accounting Manager (or equal), Canon Print Service (or equal), Device Management Console (or equal), Direct Print & Share ⁶ (or equal), Free Layout Tool (or equal), Media Configuration Tool (or equal), PosterArtist Lite for Windows (or equal), Printer Driver Extra Kit for Windows/Mac (Free Print Utility Layout, Advanced Preview), Optimized Driver for AutoCAD (or equal), Print Plug-in for Microsoft® (or equal), Word/Excel/PowerPoint® for Windows (or equal), and Quick Utility Toolbox (or equal): |
| 3.1.2(y) | Printer Media Cutter with Dual Rotary Blade | Shall be equipped with durable dual blade cutter at no additional cost for initial set-up: |
| 3.1.2(z) | Other features to be included with Printer – put a check-mark by each feature in the right column | <ul style="list-style-type: none"> i. <input type="checkbox"/> Power cords, ii. <input type="checkbox"/> sample heavy weight coated paper, iii. <input type="checkbox"/> adapters, iv. <input type="checkbox"/> print head, |

| | | |
|-----------|---|--|
| | | <ul style="list-style-type: none"> v. <input type="checkbox"/> maintenance cartridge, vi. <input type="checkbox"/> stacker, vii. <input type="checkbox"/> stand, viii. <input type="checkbox"/> 2”/3” core media spool, ix. <input type="checkbox"/> minimum 5-ink tanks (Matte Black, Black, Cyan, Magenta, Yellow), x. <input type="checkbox"/> Ethernet card, xi. <input type="checkbox"/> USB 2.0 high-speed interface, xii. <input type="checkbox"/> touch screen all-in-one control panel/monitor, xiii. <input type="checkbox"/> tools and screws, xiv. <input type="checkbox"/> user manual xv. <input type="checkbox"/> Quick set-up guide and other user instruction materials. |
| 3.1.2(aa) | Print Speed | Shall produce a minimum 147-D sized prints an hour: |
| 3.1.2(bb) | User Job Storage | Equipped with feature to distinguish and store user jobs: |
| 3.1.2(cc) | Scanner Requirement | Brand/Model: |
| 3.1.2(dd) | Digital Imaging/Contact Image Sensor Technology | Scanner is equipped with this technology: |

| | | |
|-----------|--|---|
| 3.1.2(ee) | Digital color image capture minimum 48-bit RGB | Scanner is equipped with this technology: |
| 3.1.2(ff) | Grayscale image capture minimum 16-bit | Scanner is equipped with this technology: |
| 3.1.2(gg) | Colors: panchromatic, monochrome, and black and white | Scanner meets: |
| 3.1.2(hh) | Optimum object illumination through bi-directional extra long-life LED light system, or equal | Scanner is equipped with this technology: |
| 3.1.2(ii) | Instant "on" scanning capability through bi-directional extra long-life LED light system, or equal | Scanner is equipped with this technology: |
| 3.1.2(jj) | Maximum Resolution: 1,200 dpi (optical) | Scanner meets: |
| 3.1.2(kk) | Scan Accuracy: Minimum +/-0.1%, +/- 1 pixel | Scanner meets: |
| 3.1.2(ll) | Maximum image width: 36" | Scanner meets: |

| | | |
|-----------|--|--|
| 3.1.2(mm) | Maximum media width: 38" | Scanner meets: |
| 3.1.2(nn) | Scanning Speed: Up to 13" per second monochrome (16-bit @ 200 dpi), and up to 6" per second full color (48-bit) @ 200 dpi: | Scanner meets: |
| 3.1.2(oo) | Scanner USB 3.0 Interface | Scanner meets: |
| 3.1.2(pp) | Scanner document thickness | Can scan a document that is up to .079" (2 mm) maximum thickness: |
| 3.1.2(qq) | Scanner paper path | Straight, face-up/front load/rear exit: |
| 3.1.2(rr) | Scanner software | USB drive SmartWorks MFP or equal software shall be included; shall include customizable background presets, scan to multiple page pdf, ability to mark-up documents on monitor, and show real-time preview: |
| 3.1.2(ss) | Other features included with Scanner – put a check-mark by each in column to the right | <ul style="list-style-type: none"> i. <input type="checkbox"/> all-in-one Touch Screen computer with monitor (e.g., 15.6" size), ii. <input type="checkbox"/> power cord, iii. <input type="checkbox"/> power supply, |

| | | |
|------------------|---|---|
| | | <ul style="list-style-type: none"> iv. <input type="checkbox"/> USB 3.0 cable, v. <input type="checkbox"/> Ethernet cable, vi. <input type="checkbox"/> stand, vii. <input type="checkbox"/> paper guides, viii. <input type="checkbox"/> document return guides, ix. <input type="checkbox"/> user manual, x. <input type="checkbox"/> quick start guide, xi. <input type="checkbox"/> calibration target. |
| <p>3.1.2(tt)</p> | <p>File formats: Shall be able to work with the following formats at minimum TIFF Group IV compressed (.tif file), FIFF, JPEG, G4, & PDF:</p> | <p>Scanner meets:</p> |

(Please complete and return with Bid Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with Bid Response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

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

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

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

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



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

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 30-15JUL20 – Large Format Printer/Scanner – Acquisition and Post-Warranty Repair Service and Support

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

6th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment to Missouri Auto Auction, Inc. of Columbia, Missouri.

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

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson, Buyer
DATE: July 30, 2020
RE: RFP Award Recommendation: *20-12JUN20 -Auction Services for Surplus Vehicles and Heavy Equipment*

Request for Proposal *20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment* closed on July 2, 2020. Two proposal responses were received.

The evaluation committee consisted of the following:

Greg Edington, Road & Bridge Director
Gary German, Captain

The evaluation committee recommends award to Missouri Auto Auction, Inc. of Columbia, Missouri per the attached Evaluation Report. This is a County-wide term & supply contract through July 31, 2021.

The contract includes transportation and auctioning of Boone County surplus vehicles and equipment.

The contract will extend through July 31, 2021 and has four one-year renewal periods.

ATT: Evaluation Report

cc: Proposal File

Evaluation Report for Request for Proposal

20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

OFFEROR #1: Missouri Auto Auction.

It has been determined that **Missouri Auto Auction** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Missouri Auto Auction** has submitted a **non-responsive** proposal.

Experience/Expertise of Offeror

Strengths:

Have served as the County's auction service for many years.
Have experience with regional municipalities.

Concerns:

Method of Performance

Strengths:

Buyers able to see maintenance records
Battery replacement, flat repair, rekey, wash and vacuum, decal, and detail services provided
Online and on-site services for potential buyers.
Have an on-site transportation company able to drive or haul County vehicles to their lot
Have a large audience including most states and even Canada and Mexico.

Concerns:

OFFEROR #2: Purple Wave Auction.

It has been determined that **Purple Wave Auction** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Purple Wave Auction** has submitted a **non-responsive** proposal.

Experience/Expertise of Offeror

Strengths:

Have experience with thousands of agencies all over the US, including Counties in Missouri.

Concerns:

Method of Performance

Strengths:

Have over 268,000 registered bidders.

More than one million new users have visited the Purple Wave website this year.

Concerns:

Employee time used to show the vehicles

Rekey, wash and vacuum, decal, and detail services not provided

Does not provide transportation and vehicles must be stored on County facilities

Online only platform: The County needs auction services to take place on a vendor lot.

Cannot "no sale" any vehicles

EVALUATION REPORT FORM

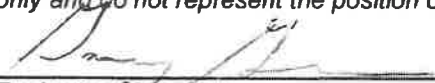
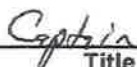
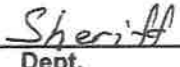
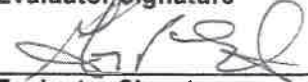
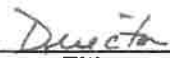

PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL (RFP) #20-12JUN20 - Auction Services for Surplus Vehicles and Heavy Equipment

Robert Wilson

| | | | | | For Purchasing Use Only | |
|---|-----------------------|--------------------------------------|---------------------------------------|--|-------------------------|----------------------------------|
| | NAME OF OFFEROR | METHOD OF PERFORMANCE (30 Points) | EXPERIENCE & EXPERTISE (20 points) | TOTAL SUBJECTIVE POINTS (50 points) | COST POINTS (50 points) | TOTAL POINTS (Max 100 points) |
| 1 | Missouri Auto Auction | 30 | 20 | 50 | 33 | 83 |
| 2 | Purple Wave Auction | 0 | 20 | 20 | 50 | 70 |

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

| | | | |
|---|------------|---|---|
|  | 7-9-20 |  |  |
| Evaluator Signature | Date | Title | Dept. |
|  | 07/09/2020 |  |  |
| Evaluator Signature | Date | Title | Dept. |

**PURCHASE AGREEMENT FOR
AUCTION SERVICES FOR SURPLUS VEHICLES AND HEAVY EQUIPMENT**

THIS AGREEMENT dated the 6th day of August 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Auto Auction, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Auction Services for Surplus Vehicles and Heavy Equipment - Term and Supply**, bid number **20-12JUN20**, any applicable addenda, and the Contractor's bid response dated **June 23, 2020** and executed by **Cody Boswell** on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Contract Duration** - This agreement shall commence on **August 1, 2020** and extend through **July 31, 2021** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **an additional four (4) one-year periods** subject to the pricing clauses in the contractors bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items/service per the proposal specifications, and responded to on the Response / Pricing Page , and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County. Pricing shall remain firm through the end of the fourth renewal period as follows:

| | |
|---|-------------------------------|
| <u>Sale Price of Vehicle</u> | <u>Sales Fee</u> |
| \$1 – \$5,000 | \$150.00 |
| \$5,001 – \$15,000 | \$300.00 |
| \$15,001 + | \$500.00 |
| Transportation Fees: | |
| Driven Vehicles | \$0.00 |
| Hauled Vehicles | Negotiable |
| Complete Detail with removal of decals/stripping: | \$150.00 |
| Construction Vehicle: Wash and Vac | \$35.00 |
| Other Expenses: | |
| Fuel: | \$4.25/gallon |
| Flat Repair Per Tire: | \$0.00/air \$25.00/patch |
| Battery Installation: | \$55.00 |
| Re-Keying Ignition and All Locks | \$235.00 |

4. **Billing and Payment** - All billing shall be invoiced to the department that ordered the services, and billings may only include the prices listed in the Contractor's proposal response. No additional fees, taxes, or extra services not included in the proposal response shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

MISSOURI AUTO AUCTION, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
 By Cody Boswell
 AC963E0BD871414...
 Title Owner

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
 County Counselor

DocuSigned by:
Brianna L Lennon by MT
 County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Jane E. Pritchard by My Notarization Program
 F0D08ADB184244D...
 Signature

8/3/2020

Date

County-Wide Term and Supply

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



5. Response/Pricing Page

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

Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

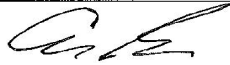
Company Name: Missouri Auto Auction

Address: 421 N Rangeline Rd
Columbia, MO 65201

Telephone: 573-886-0032 Fax: 573-474-3954

Federal Tax ID (or Social Security #): 43-1893113

Print Name: Cody Boswell Title: Owner

Signature:  Date: 6/23/20

E-Mail Address: lizs@bidmaa.com

5.1. Complete the following:

Sale & Transportation Fee for Each Vehicle/Equipment: \$ Sale price \$1-5000, fee \$150
Sale price \$5001-15000, fee \$300

Detail pricing per vehicle: Sale price \$15001+, fee \$500

Vehicle - Complete Detail with Removal of Decals/Striping: \$ 150.00
Shall include: steam cleaning of the engine; remove exterior logo, decals, and striping; wash and buff the exterior of the vehicle; shampoo and vacuum the interior of the vehicle (i.e. sheriff's vehicle) .

Construction Vehicle - Wash and Vac: \$ 35.00
Shall include: wash the exterior and vacuum the interior of large trucks (i.e. dump trucks).

Other Expenses as needed:

| | | |
|---------------------------------|-----------|---------------------|
| Fuel: | \$ 4.25 | /Gallon |
| Flat Repair per tire: | \$ 0 | /air \$ 25.00/patch |
| Battery Installation: | \$ 55.00 | |
| Re-Keying Ignition & all locks: | \$ 235.00 | |

5.2. Provide the value of what a 2010 Ford Crown Victoria with 100,000 miles brought at a recent auction within the last six months: \$ 3000

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

Name: Liz Stepanovic

Organization: Missouri Auto Auction

Address: 421 N Rangeline Rd
Columbia, MO 65201

E-mail: lizes@bidmaa.com

Phone Number(s): 573-886-0032



"No Bid" Response Form

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

Business Name: n/a

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

Robert Wilson
Buyer



Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

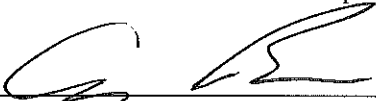
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Cody Boswell, Owner
Name and Title of Authorized Representative


Signature

6/23/20
Date



Standard Terms and Conditions

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

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

13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
18. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer’s Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
19. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Cost proposal including all administrative percentages and fees to be charged to the City

| | |
|--|---|
| Sale Fee for Each Vehicle (tiered structure) | \$1-\$5000, \$150 fee \$5001-\$15000, \$300 fee \$15001+, \$500 fee |
| Transportation Fee for Driven Vehicle | \$0.00 |
| Transportation Fee for Hauled Vehicle | Negotiable on a case-by-case basis |
| Complete Detail with Removal of Decals/Striping (Per Unit) | \$150.00 |
| Vehicle-Wash and Vac | \$35.00 |
| Vehicle-Full Detail | \$95.00 |
| Price of gallon of fuel | \$4.25 |
| Air a flat tire | \$0.00 |
| Patch a flat tire | \$25.00 |
| Battery Installation | \$55.00 |
| Re-Keying Ignition & all locks | \$235.00 |

4.1.3.1 Written Plan

A. A written plan that includes as much detail as possible, outlining how the required services are to be provided.

Missouri Auto Auction (MAA) is a great choice for Boone County in terms of selling surplus vehicles and equipment. In terms of transportation, MAA has an on-site transportation company that is able to drive or haul all potential units from any location. After receiving confirmation that a unit is ready for transport, MAA will contact the Boone County representative responsible for scheduling pickup and work out a time to pick up said unit. Once the unit reaches MAA, it can be de-identified or detailed in our state of the art reconditioning facility. After the units have been reconditioned as needed, they are photographed and parked in selling order on our lot.

Following the sale of Boone County's consignment, we will run a "Seller Detail Report", which itemizes each unit, showing the amount sold for as well as the net proceeds that are to be given to the County representative. Checks are then issued to Boone County, and can be brought physically to a representative, or mailed to the destination given to MAA by the Boone County representative.

B. Plan for advertisement of auction, including distribution area.

To develop the largest possible pool of participants for every auction, Missouri Auto Auction has a new-and-improved website. The website allows potential customers to connect with employees, view all services the auctions offer, preview upcoming promotions and auction dates, as well as enter auction pipeline to view auction run lists, complete with pictures. Through auction pipeline, our auction is able to extend sales worldwide. We have an active online bidding process, so any authorized buyer can purchase any unit throughout the auction process.

In addition to websites, MAA uses Facebook. Weekly updates are made to the MAA page to keep customers informed of upcoming events at the auction. This also allows curious potential customers to connect directly with a sales representative to have any questions answered about consignment, run lists, promotions, and buying and selling with MAA.

C. Document the buying audience you have attracted for previous auctions.

Our buying audience the past two years has spanned a variety of states. These states include:

- Alabama
- Arkansas
- Arizona
- California
- Colorado
- Connecticut
- Delaware
- Florida

- Georgia
- Iowa
- Illinois
- Indiana
- Kansas
- Kentucky
- Louisiana
- Massachusetts
- Maryland
- Michigan
- Minnesota
- Missouri
- Mississippi
- Montana
- Nebraska
- New Hampshire
- New Jersey
- New York
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- South Carolina
- Tennessee
- Texas
- Utah
- Virginia
- Washington
- Washington DC
- Wisconsin
- Wyoming

In addition to the United States, we have sold in Ontario, Canada, British Columbia, Canada and have had representatives from Chihuahua, Mexico attend our auction using simulcast technology through auctionpipeline.com. We are able to sell units worldwide!

D. Documentation and/or statement as to why your company will provide the best price for the City's surplus property.

Missouri Auto Auction (MAA) has committed to improving the auction facility to include five lanes, a brand new reconditioning center, a new indoor check-in and title area, and a state of the art administrative office.

MAA a check-in area with three covered bays with heated floors. These lanes allow for efficient movement of vehicles during the check in process and are a welcomed addition

for all auction employees during Missouri winters. This facility also handles condition report writing, equipment verification, computer entry and photographing consignment. MAA'S indoor office space includes a large bidder badge area, payment counter, designated arbitration and "if" counters, and a coat and luggage area with lockers. These features make the auction process as convenient as possible as the dealer base and volume continues to grow at MAA.

Missouri Auto Auction is an Equal Opportunity Employer. All qualified applicants receive consideration for employment without regard to race, color, religion, sex, national origin, or protected veteran status and are not discriminated against on the basis of disability.

4.1.4.2. Qualifications Statement/References

a. References: *Please provide a list of five government agencies/municipalities for whom you have provided the service proposed in your proposal response. The list should provide a contact name, e-mail address, telephone number and address.*

- Boone County Family Resources
 - Don Merrifield: 573-874-1995
 - dmerrifield@bcfr.org
 - 1209 E Walnut
Columbia, MO 65201
- Boone County Fire Protection District
 - Heather Cummins: 573-447-5000
 - hcummins@bcfdmo.com
 - 2201 I-70 Dr NW
Columbia, MO 65202
- Boone County Sheriff Dept
 - David Alexander, 573-876-6101
 - dalexander@boonecountymo.org
2121 County Dr
Columbia, MO 65202
- City of Columbia
 - Mike Guilford: 573-874-6294
 - Mike.guilford@como.gov
 - 701 E Broadway
Columbia, MO 65201
- City of Jefferson
 - Leigh Ann Corrigan
 - lcorrigan@jeffcitymo.org
 - 320 E McCarty
Jefferson City, MO 65101

A. Include a list of auctions, similar in nature and scope, conducted in the past two years. This list should include law enforcement agencies' references complete with names and phone numbers

Missouri Auto Auction (MAA) hosts a sale on the last Friday of every month that features consignors such as Boone County Family Resources, Boone County Fire Department, Boone County Sheriff Department, City of Columbia, City of Jefferson and more. Please see our references page for our contacts to these municipalities and law enforcement agencies.

6/29/18, 49 units sold
7/27/18, 39 units sold
8/31/18, 42 units sold
9/28/18, 15 units sold
10/26/18, 14 units sold
11/30/18, 32 units sold
12/28/18, 27 units sold
1/25/19, 17 units sold
2/22/19, 83 units sold
3/29/19, 28 units sold
4/26/19, 50 units sold
5/31/19, 65 units sold
6/28/19, 28 units sold
7/26/19, 32 units sold
8/30/19, 53 units sold
9/27/19, 11 units sold
10/25/19, 27 units sold
11/22/19, 68 units sold
12/27/19, 12 units sold
1/31/20, 38 units sold
2/28/20, 75 units sold
3/27/20, 27 units sold
4/24/20, 36 units sold
5/29/20, 36 units sold
6/26/20, 58 units sold

B. A personnel list complete with the names, duties and experience of each person to be assigned responsibilities at each auction.

Liz Stepanovic, Sales Manager and Equipment Sales Representative

Liz is in charge of all equipment sales at MAA. She will be the representative for Boone County from start to finish at Missouri Auto Auction. She will be the contact to schedule pickup of the units, she will walk the units when they get here to see if they need reconditioning, she will represent the units as they sell in-lane during our equipment sale, and following each sale, she will send out net sheets and checks to the appropriate contact for Boone County.

Justin Brown, General Manager

In the event that Liz cannot be reached or is out of town, MAA's General Manager, Justin Brown, is the contact for any questions or needs the County may have.

Cody Boswell, Owner

Cody is the auctioneer on sale-day for all of the County's units.

C. Describe fleet disposal history. Include in detail a recent auction performed for a law enforcement agency. Include a description of the vehicles, the miles on the vehicles, the auction price received for the vehicle and any other relevant information.

Here are some recent auctions with examples of units that were previously owned by cities or counties:

3/27/2020: Boone County Family Resources

2010 Chrysler Town & Country, 91,880 miles, sale price \$7800

2010 Subaru Forester, 138,080 miles, sale price \$3100

5/29/2020: Boone County Family Resources

2008 Chevrolet Uplander, 93,963 miles, sale price \$2800

4/24/2020: Boone County Sheriff Department

2014 Ford Explorer, 113,446 miles, sale price \$6600

2014 Ford Explorer, 122,837 miles, sale price \$6800

2014 Ford Explorer, 119,034 miles, sale price \$6400

2013 Ford Explorer, 126,579 miles, sale price \$6400

2014 Ford Explorer, 123,951 miles, sale price \$5600

2014 Ford Explorer, 123,872 miles, sale price \$5600

2013 Ford Explorer, 117,306 miles, sale price \$6000

6/26/2020: City of Columbia

2005 Chevrolet Silverado, 123,377 miles, sale price \$2600

2004 Ford Commercial Van, 253,970 miles, sale price \$1000

2003 Dodge Grand Caravan, 64,295 miles, sale price \$1600

2009 Ford F150, 110,800 miles, sale price \$7500

2005 Ford Explorer, 155,278 miles, sale price \$1150

2005 Ford F350 (inoperable), 94,546 miles, sale price \$1100



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

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Missouri Auto Auction, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 321219

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 321219

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 321219

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 321219

Approved by:

| | |
|--|--------------------------|
| Employer Missouri Auto Auction, Inc | |
| Name (Please Type or Print) Justin Brown | Title General Manager |
| Signature Electronically Signed | Date 04/22/2010 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 04/22/2010 |



Company ID Number: 321219

Information Required for the E-Verify Program

Information relating to your Company:

| | |
|---|--|
| Company Name | Missouri Auto Auction, Inc |
| Company Facility Address | 421 N Rangeline Road Columbia, MO 65201 |
| Company Alternate Address | |
| County or Parish | BOONE |
| Employer Identification Number | 431893113 |
| North American Industry Classification Systems Code | 423 |
| Parent Company | Missouri Auto Auction, Inc |
| Number of Employees | 20 to 99 |
| Number of Sites Verified for | 1 |



Company ID Number: 321219

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

MISSOURI

1 site(s)



Company ID Number: 321219

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

Name Liz L Stepanovic
Phone Number (573) 886 - 0032
Fax Number (573) 886 - 7893
Email Address lizs@bidmaa.com

Name Justin Brown
Phone Number (573) 886 - 0032
Fax Number (573) 886 - 7893
Email Address justinb@bidmaa.com



Company ID Number: 321219

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BOONE COUNTY, MISSOURI
Request for Proposal #20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM # 1 - Issued June 11, 2020

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

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

CHANGE Proposal Submission and Proposal Opening date and time to:

Proposal Submission Address and Deadline

| | |
|------------------------|---|
| Day/Date: | Friday, June 19, 2020 |
| Time: | 1:30 p.m. (Proposals received after this time will be returned unopened) |
| Location/Mail Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, Mo 65201 |
| Directions: | Annex Building is located at corner of 7 th & Ash St. |

Proposal Opening

| | |
|-------------------|---|
| Day/Date: | Friday, June 19, 2020 |
| Time: | 1:30 p.m., Central Time |
| Location/Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, MO 65201 |

By: _____
Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal #20-12JUN20 – *Auction Services for Surplus Vehicles and Heavy Equipment*, receipt of which is hereby acknowledged:

Company Name: Missouri Auto Auction

Address: 421 N Rangeline Rd, Columbia, MO 65201

Phone Number: 573-886-0032 Fax Number: 573-474-3954

E-mail: LizS@bidmaa.com

Authorized Representative Signature:  Date: 6/23/2020

Authorized Representative Printed Name: Cody Boswell



BOONE COUNTY, MISSOURI
Request for Proposal #: 20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM #2 - Issued June 15, 2020

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

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

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

1. **Will the County consider transporting vehicles out-of-state to our closest facility or, must the vehicles be auctioned in Missouri?**
 With the varying conditions of vehicles being auctioned by the County and having no way of transporting vehicles themselves. The County would prefer the auction be, at least, in-state.
2. **Are there any assets that would be best left in place and auctioned on-line based on their size and ability to transport easily?**
 The County would prefer vehicles be auctioned from the Contractor's facility.
3. **Will the County consider an alternative solution to the Scope of Services and/or exceptions to some listed requirements in the Scope of Services? If there are exceptions or alternative solutions to the Scope of Work, will they be considered by the County or deemed non-responsive?**
 The County will consider alternative submissions, but the County warns that any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.
4. **What is the average weekly volume that runs through this program?**
 The County usually auctions 8-12 vehicles annually.
5. **What is the average monthly volume that runs through this program?**
 The County usually auctions 8-12 vehicles annually.
6. **What is the average annual volume that runs through this program?**
 The County usually auctions 8-12 vehicles annually.
7. **Is there a current backlog volume before regular volume levels begin?**
 There is no current backlog.
8. **What was the volume of vehicles and equipment and auction revenue generated in 2019?**
 8 vehicles, \$30,200

9. **What was the volume of vehicles and equipment and auction revenue generated in 2018?**
9 vehicles, \$20,313
10. **What was the volume of vehicles and equipment and auction revenue generated in 2017?**
11 vehicles, \$22,298

By: _____
Robert Wilson, Buyer

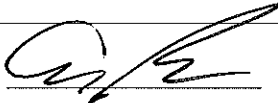
OFFEROR has examined **Addendum #2** to Request for Proposal# *20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment*, receipt of which is hereby acknowledged:

Company Name: Missouri Auto Auction

Address: 421 N Rangeline Rd, Columbia, MO 65201

Phone Number: 573-886-0032 Fax Number: 573-474-3954

E-mail: LizS@bidmaa.com

Authorized Representative Signature:  Date: 6/23/2020

Authorized Representative Printed Name: Cody Boswell



BOONE COUNTY, MISSOURI
Request for Proposal #20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM # 3 - Issued June 19, 2020

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

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

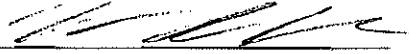
CHANGE Proposal Submission and Proposal Opening date and time to:

Proposal Submission Address and Deadline

| | |
|------------------------|---|
| Day/Date: | Friday, June 26, 2020 |
| Time: | 1:30 p.m. (Proposals received after this time will be returned unopened) |
| Location/Mail Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, Mo 65201 |
| Directions: | Annex Building is located at corner of 7 th & Ash St. |

Proposal Opening

| | |
|-------------------|---|
| Day/Date: | Friday, June 26, 2020 |
| Time: | 1:30 p.m., Central Time |
| Location/Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, MO 65201 |

By: 
Robert Wilson, Buyer
Boone County Purchasing

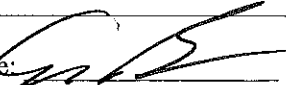
OFFEROR has examined **Addendum #3** to Request for Proposal #20-12JUN20 – *Auction Services for Surplus Vehicles and Heavy Equipment*, receipt of which is hereby acknowledged:

Company Name: Missouri Auto Auction

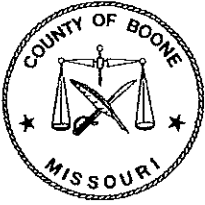
Address: 421 N Rangeline Rd, Columbia, MO 65201

Phone Number: 573-886-0032 Fax Number: 573-474-3954

E-mail: LizS@bidmaa.com

Authorized Representative Signature:  Date: 6/23/20

Authorized Representative Printed Name: Cody Boswell



BOONE COUNTY, MISSOURI
Request for Proposal #20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM # 4 - Issued June 26, 2020

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

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

CHANGE Proposal Submission and Proposal Opening date and time to:

Proposal Submission Address and Deadline

| | |
|------------------------|---|
| Day/Date: | Thursday, July 2, 2020 |
| Time: | 1:30 p.m. (Proposals received after this time will be returned unopened) |
| Location/Mail Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, Mo 65201 |
| Directions: | Annex Building is located at corner of 7 th & Ash St. |

Proposal Opening

| | |
|-------------------|---|
| Day/Date: | Thursday, July 2, 2020 |
| Time: | 1:30 p.m., Central Time |
| Location/Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, MO 65201 |

By: 
Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #4** to Request for Proposal #20-12JUN20 – *Auction Services for Surplus Vehicles and Heavy Equipment*, receipt of which is hereby acknowledged:

Company Name: Missouri Auto Auction

Address: 421 N Rangeline Rd

Phone Number: 573-886-0032 Fax Number: 573-474-3954

E-mail: LizS@bidmaa.com

Authorized Representative Signature:  Date: 6/29/2020

Authorized Representative Printed Name: Cody Boswell

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
AUCTION SERVICES FOR SURPLUS VEHICLES AND HEAVY EQUIPMENT**

**RFP #20-12JUN20
Release Date: May 19, 2020**

**Submittal Deadline:
June 12, 2020
not later than 1:30 p.m. Central Time**

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

**Robert Wilson, Buyer
Phone: (573) 886-4393
rwilson@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 20-12JUN20 – Auction Services for Surplus Vehicles
and Heavy Equipment**

Sealed proposals will be accepted until **1:30 p.m. on Friday, June 12, 2020** in the Boone County Purchasing Office, Boone County Annex Building, Room 109, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4393; fax (573) 886-4390, e-mail: rwilson@boonecountymo.org, or from our web page at <http://www.showmeboone.com>.

Robert Wilson
Buyer

Insertion: Wednesday, May 20, 2020
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

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

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M.**, Central Time, on **Friday, June 12, 2020** to:

Boone County Purchasing Department
Robert Wilson, Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201

- b) The County will not accept any proposals received after **1:30 P.M.** and will return such late proposals to the Offeror.
- c) The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick). Proposals will be opened publicly at **1:30 p.m. on June 12, 2020** but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Auction Services for Surplus Vehicles and Heavy Equipment** as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
- 5) Response/Pricing Page

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, **prior to the proposal opening** and no later than **5:00 p.m., Friday, June 05, 2020**. All questions must be mailed, faxed, or e-mailed to the attention of Robert Wilson, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Robert Wilson, Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: rwilson@boonecountymo.org

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

2.3. **Timeline:** The County anticipates a contract award following evaluation of the proposal responses within 60 days from the RFP opening date. Services will be used as needed throughout the contract term. This date is provided for informational purpose and may change as requirements dictate.

2.4. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County's proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, requests proposals from auction firms or individuals acting as a representative for auction firms for periodic turnkey auction of surplus vehicles and heavy equipment from all Boone County Departments. Please note that most vehicles will be surplus from the Road & Bridge Department and Sheriff's Department. The County anticipates selling at least nine (9) vehicles/equipment during the first year of the contract.

3.2. Background Information:

- 3.2.1. Boone County currently has a contract with Missouri Auto Auction that will expire on June 30, 2020. Missouri Auto Auction auctions the County's surplus vehicles and heavy equipment at its facility located in Columbia, Missouri. Part of the current disposal process involves one of their representatives picking up the surplus vehicles and equipment, providing stripe/decal removal, detail of vehicles, re-keying ignition and all locks, and if needed, flat repair and new battery installation.
- 3.2.2. Additional information about this contract can be obtained from the following internet web site at: <http://www.showmeboone.com>.
- 3.2.3. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.2. General Requirements:

The Contractor shall meet the following criteria:

- a. Provide comprehensive turnkey auction services.
- b. Have adequate secured facilities to handle a large quantity of vehicles and equipment and the anticipated crowd of potential buyers.
- c. Have regularly (pre) scheduled auctions.
- d. Be able to separately track and account for County's vehicles and equipment.
- e. Have recognition, affiliation, or accreditation as an auction firm.
- f. Have extensive advertisement capabilities and database for County's surplus.
- g. Auctioneers must be licensed.
- h. Auction shall be licensed with the State of Missouri to provide the above services.
- i. Auction firm shall have the ability to "no sale" vehicle/equipment if the high bid is not acceptable or within reason.
- j. Have sufficient staff to pick up at least nine (9) vehicles/equipment at once in coordination with a county representative to go through a pick-up checklist.
- k. Hold equipment auctions that include construction equipment in the sale inventory.
- l. Auction open to the public.

3.4. **Specific Requirements:**

a. The County will furnish Contractor with an itemized list of surplus vehicles and equipment to be auctioned and the date when such vehicles/equipment will be available for pickup from the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202 or the Boone County Road & Bridge Department, 5551 Tom Bass Road, Columbia, MO 65201. The County cannot guarantee any minimum number of vehicles or equipment prior to conducting public auction sales. The County reserves the right to add or delete vehicles and equipment from this list.

b. **Location:** The auctioning of County's vehicles and equipment will be held at/on the Contractor's auction premises.

c. **Transportation and Fees:** Contractor shall be responsible for the safe transportation of surplus vehicles and some equipment (at the County's discretion) to the auction site or storage area at no additional charge to the County for a certain fee of the gross sales for each auction for vehicles or equipment. It is the responsibility of the Contractor to ensure that any subcontractor with whom they enter into an agreement with for the transporting of County's vehicles/equipment to have adequate insurance coverage and meet all local, state, and federal regulations.

d. **Decal/stripe removal & detailing:** The Contractor shall provide decal removal services for all vehicles with the exception of those from the Road & Bridge Department, and clean/detail the entire vehicle from all Boone County Departments. An example of the stripe/decal to be removed from the vehicles can be found on the Sheriff's Department home page at: <http://boonecountymo.org/sheriff/> (the cleaning requirements are specified on the pricing page of this RFP). Contractor bears the responsibility of all decals and markings being removed from the vehicle prior to sale. This shall include any residue left behind from decals that would still associate the vehicle with Boone County (i.e. paint fade from decals, adhesives in the shape of decals). County reserves the right to inspect vehicles as deemed necessary after cleaning and before auction.

e. **Minimum Bids:** Contractor shall work with the County to set and honor minimum bids on vehicles/equipment.

f. **Additional Charges:** There will be no additional charges to the County other than the fees stated in the Request for Proposal.

g. **Net Return:** Contractor shall endeavor to secure the highest prices possible for the County's surplus vehicles/equipment.

h. **Equipment, Tools, Materials, and Supplies:** Contractor shall furnish all equipment, tools, materials, and supplies and other services necessary for the services described in this RFP.

i. **Merchantability of Vehicles:** Contractor shall provide sufficient gasoline/diesel and repair flat tire(s) and change battery (ies) at cost to assure that each vehicle will operate when offered for sale. Contractor shall not, without the County's prior written approval, perform any additional repairs to the vehicles or equipment. Contractor shall notify the appropriate County representative at the time of pick-up of any defect in the vehicle/equipment causing any charges to be incurred by the County under this contract.

j. **Administrative:** Contractor shall be responsible for the advertising, cataloging, and labeling of vehicles and equipment, registering bidders, providing security, payment collections, detailed listing of auction transactions (to include lot number, description of vehicles/equipment sold, sale price, etc), and overall auction process including recommendations to improve the value of surplus property prior to auctioning.

k. **Payment and Paperwork:** Contractor shall be responsible for collecting all payments, including sales taxes where applicable, for all equipment sold by Contractor pursuant to this agreement. All revenue due to the County will be forwarded to either the Sheriff's Department or Road & Bridge Department depending on the origin of the vehicle within ten (10) working days of the auction along with the following reports:

- 1) Sales results sheet of items with purchase price and commission.
- 2) Contractor shall complete any forms required by the Department of Motor Vehicles to properly conduct the auction and transfer ownership/title. Paperwork shall be the sole responsibility of the Contractor.

l. **Storage:** Contractor shall provide secure storage of all County's vehicles and equipment. Contractor shall provide such storage space at this facility until vehicles are sold.

m. **Bidder Pool:** To ensure that a large bidder pool is maintained, the County's vehicles shall be auctioned with other merchandise from other entities.

n. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any

underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

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

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

3.5. SPECIAL CONDITIONS

3.5.1. Proposal response information must be provided that addresses the required information in section 4.1.3. of this RFP.

3.5.2. **Contract Term:** The initial contract period will be from **July 1, 2020 through June 30, 2021**. The contract may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.

3.5.3. **Non-Exclusive Contract:** The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase same or like services from other sources as the County deems necessary and appropriate.

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

3.5.5. **Cancellation of Contract:** The County reserves the right to cancel the resulting contract with or without cause with written notice to the Contractor.

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



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. Offerors must submit one (1) original and two (2) copies of the proposal (total of three), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Robert Wilson, Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on June 12, 2020**. Proposals will not be accepted after this date and time.

c. The County is allowing submission of bids via e-mail during the COVID-19 pandemic response period. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson
rwilson@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

- 4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service shall be performed and what hardware/software (if any) is required at the County to access the service.
- 4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.
- 4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
 - 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - 4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

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

a. **Method of Performance** – a. A written plan that includes as much detail as possible, outlining how the required services are to be provided. b. Plan for advertisement of auction, including distribution area. c. Document the buying audience you have attracted for previous auctions. d. Documentation and/or statement as to why your company will provide the best price for the County's surplus property.

b. **Experience/Expertise of Offeror:** a. Include a list of auctions, similar in nature and scope, conducted in the past two years. This list should include law enforcement agencies' references complete with names and phone numbers. b. A personnel list complete with the names, duties and experience of each person to be assigned responsibilities at each auction. c. Describe fleet disposal history. Include in detail a recent auction performed for a law enforcement agency. Include a description of the vehicles, the miles on the vehicles, the auction price received for the vehicle and any other relevant information.

c. **Cost Proposal:** including all administrative percentages and fees to be charged to the County.

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation and demonstration of their proposed service at a designated Boone County location or other site. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The Offeror shall provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.

a. **References:** Please provide a list of five government agencies/municipalities (preferably Law Enforcement, County and preferably in Missouri) for whom you have provided the service proposed in your

proposal response. The list should provide a contact name, e-mail address, telephone number, and address.

- 4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 4.1.4.6. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 4.1.4.7. Each Offeror must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item may be interpreted as non-compliance. The Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County. The County will take into account the relative importance of commissions offered and other evaluation factors set forth in the RFP. Therefore, in selecting a Contractor, the County will not rely exclusively on commission offering in awarding a contract.

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

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

4.1.6. Validity of Proposal Response:

Offeror agrees that proposal response shall remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. Response/Pricing Page

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

Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1. Complete the following:

Sale & Transportation Fee for Each Vehicle/Equipment: \$ _____

Detail pricing per vehicle:

Vehicle - Complete Detail with Removal of Decals/Striping: \$ _____
Shall include: steam cleaning of the engine; remove exterior logo, decals, and striping; wash and buff the exterior of the vehicle; shampoo and vacuum the interior of the vehicle (i.e. sheriff's vehicle)

Construction Vehicle - Wash and Vac: \$ _____
Shall include: wash the exterior and vacuum the interior of large trucks (i.e. dump trucks).

Other Expenses as needed:

Fuel: \$ _____/Gallon
Flat Repair per tire: \$ _____/air \$ _____/patch
Battery Installation: \$ _____
Re-Keying Ignition & all locks: \$ _____

5.2. Provide the value of what a 2010 Ford Crown Victoria with 100,000 miles brought at a recent auction within the last six months: \$ _____

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

Name: _____

Organization: _____

Address: _____

E-mail: _____

Phone Number(s): _____



“No Bid” Response Form

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

Robert Wilson
Buyer



Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Standard Terms and Conditions

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

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

13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
18. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer’s Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
19. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY, MISSOURI
Request for Proposal #20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM # 1 - Issued June 11, 2020

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

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

CHANGE Proposal Submission and Proposal Opening date and time to:

Proposal Submission Address and Deadline

| | |
|------------------------|---|
| Day/Date: | Friday, June 19, 2020 |
| Time: | 1:30 p.m. (Proposals received after this time will be returned unopened) |
| Location/Mail Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, Mo 65201 |
| Directions: | Annex Building is located at corner of 7 th & Ash St. |

Proposal Opening

| | |
|-------------------|---|
| Day/Date: | Friday, June 19, 2020 |
| Time: | 1:30 p.m., Central Time |
| Location/Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, MO 65201 |

By: _____
Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal #**20-12JUN20** – ***Auction Services for Surplus Vehicles and Heavy Equipment***, receipt of which is hereby acknowledged:

Company Name: _____

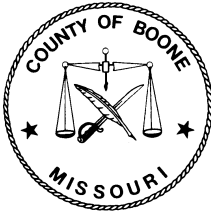
Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM #2 - Issued June 15, 2020

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

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

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

1. **Will the County consider transporting vehicles out-of-state to our closest facility or, must the vehicles be auctioned in Missouri?**
 With the varying conditions of vehicles being auctioned by the County and having no way of transporting vehicles themselves. The County would prefer the auction be, at least, in-state.
2. **Are there any assets that would be best left in place and auctioned on-line based on their size and ability to transport easily?**
 The County would prefer vehicles be auctioned from the Contractor's facility.
3. **Will the County consider an alternative solution to the Scope of Services and/or exceptions to some listed requirements in the Scope of Services? If there are exceptions or alternative solutions to the Scope of Work, will they be considered by the County or deemed non-responsive?**
 The County will consider alternative submissions, but the County warns that any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.
4. **What is the average weekly volume that runs through this program?**
 The County usually auctions 8-12 vehicles annually.
5. **What is the average monthly volume that runs through this program?**
 The County usually auctions 8-12 vehicles annually.
6. **What is the average annual volume that runs through this program?**
 The County usually auctions 8-12 vehicles annually.
7. **Is there a current backlog volume before regular volume levels begin?**
 There is no current backlog.
8. **What was the volume of vehicles and equipment and auction revenue generated in 2019?**
 8 vehicles, \$30,200

9. What was the volume of vehicles and equipment and auction revenue generated in 2018?

9 vehicles, \$20,313

10. What was the volume of vehicles and equipment and auction revenue generated in 2017?

11 vehicles, \$22,298

By: _____
Robert Wilson, Buyer

OFFEROR has examined **Addendum #2** to Request for Proposal# *20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM # 3 - Issued June 19, 2020

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

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


CHANGE Proposal Submission and Proposal Opening date and time to:

Proposal Submission Address and Deadline

| | |
|------------------------|---|
| Day/Date: | Friday, June 26, 2020 |
| Time: | 1:30 p.m. (Proposals received after this time will be returned unopened) |
| Location/Mail Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, Mo 65201 |
| Directions: | Annex Building is located at corner of 7 th & Ash St. |

Proposal Opening

| | |
|-------------------|---|
| Day/Date: | Friday, June 26, 2020 |
| Time: | 1:30 p.m., Central Time |
| Location/Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, MO 65201 |

By: 
Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal #**20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM # 4 - Issued June 26, 2020

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

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

CHANGE Proposal Submission and Proposal Opening date and time to:

Proposal Submission Address and Deadline

| | |
|------------------------|---|
| Day/Date: | Thursday, July 2, 2020 |
| Time: | 1:30 p.m. (Proposals received after this time will be returned unopened) |
| Location/Mail Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, Mo 65201 |
| Directions: | Annex Building is located at corner of 7 th & Ash St. |

Proposal Opening

| | |
|-------------------|---|
| Day/Date: | Thursday, July 2, 2020 |
| Time: | 1:30 p.m., Central Time |
| Location/Address: | Boone County Purchasing Department Boone County Annex Building 613 E. Ash, Room 111 Columbia, MO 65201 |

By: 
Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #4** to Request for Proposal **#20-12JUN20 – Auction Services for Surplus Vehicles and Heavy Equipment**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

6th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by Hem of His Garment Ministries on August 8, 2020 from 4:00 pm to 9:00 pm.

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: HEM OF HIS GARMENT MINISTRIES

Address: 400 VIEUX CARRE CT

City: COLUMBIA State: MO ZIP Code 65203

Phone: 573-529-4468 Website: —

Individual Requesting Use: SHEILA A RUFFIN

Position in Organization: FOUNDER

Address: 400 VIEUX CARRE CT

City: COLUMBIA State: MO ZIP Code 65203

Phone: 573-529-4468 Email: sruffin777@gmail.com

Event: PRAY ON MLK / Prayer + worship

Description of Use (ex. Concert, speaker, 5K): multiple speakers + singers

Date(s) of Use: 8-8-2020

Start Time of Setup: 4:00 AM/PM AM PM

Start Time of Event: 6:00 AM/PM (If start times vary for multiple day events, please specify) AM PM

End Time of Event: 8:00 AM/PM (If end times vary for multiple day events, please specify) AM PM

End Time of Cleanup: 9:00 AM/PM AM PM

Emergency Contact During Event: Clyde Ruffin Phone: 573-424-8222

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: FB event sent, word of mouth

How many attendees (including volunteers) do you anticipate being at your event? < 50

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. _____

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): _____

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No *water available*

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

| Vendor | Type of Sales | Contact Information | License Number(s) |
|--------|---------------|---------------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?
 Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: SHEILA A RUFFIN
Address: 400 VIEUX CARRE CT
Phone Number: 573-529-4468 Date of Application: 8-5-20
Email Address: sruffin772@gmail.com
Signature: *Sheila A Ruffin*

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Brianna L. Simon
County Clerk

Daniel K. Atwill
County Commissioner

DATE: 8.6.20

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

6th

day of August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, August 11, 2020 at 2:30 pm. The meeting will be held in Conference Room 301 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, and/or via conference call as indicated in the County Commission's published meetings calendar, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janel M. Thompson
Janel M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

6th

day of

August

20 20

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

Now on this day the County Commission of the County of Boone, pursuant to RSMo Sec. 233.150, does hereby acknowledge receipt of the annual financial report from the Centralia Special Road District (CSR D).

Done this 6th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

Vernon's Annotated Missouri Statutes
Title XIV. Roads and Waterways
Chapter 233. Incorporated Road Districts (Refs & Annos)
City or Town Road Districts

V.A.M.S. 233.150

233.150. Annual report of receipts and disbursements

Currentness

1. The said board shall make an annual settlement with the county commission during the month of August in each year, which settlement shall contain a full and correct itemized statement of all moneys received and from what sources received and for what purpose the same has been expended, giving each particular item, and shall be subscribed and sworn to by at least two members of said board before some officer authorized by the laws of this state to administer oaths, a copy of which settlement shall be filed with the county clerk, and may be published in some newspaper published in said road district in the discretion of the city council, the expenses of which shall be paid out of the city treasury.

2. Should any such board fail to make the annual settlement required herein during the month of August in each year, then the county, or its treasurer, shall not be authorized until such report be filed to pay out any sum, or sums, of money which may be due to said road district, or which may be set aside and placed to the credit of said road district. The board shall send a copy of such annual settlement to the state highways and transportation commission at Jefferson City at the time of the filing.

Credits

(R.S.1939, § 8699. Amended by L.1945, p. 1494.)

V. A. M. S. 233.150, MO ST 233.150

Statutes are current through the end of the 2018 Second Regular Session and First Extraordinary Session of the 99th General Assembly. Constitution is current through the November 6, 2018 General Election.

End of Document

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Part I - FINANCIAL STATEMENT - Continued

- 13. Other Licenses and Permit Fees** – License and inspections charges on buildings, animals, marriage, guns, etc.
- 14. Intergovernmental Receipts** – Specify source of intergovernmental grants and monies received (federal, state or local).
- 16. Charges for Services** – Include fees and service revenue.
- 17. Utility Receipts** – Gross receipts of any water, electric, gas, or transit systems operated by your government, from utility sales and charges.
- 18. Interest Earned** – Interest earned from investments.
- 19. Fines, Costs, and Forfeitures** – Receipts from penalties imposed for violations of law and civil penalties.
- 20. Rents** – Revenues from temporary possession or use of government-owned buildings, land, and other properties.
- 21. Donations** – Gifts of cash or securities from private individuals or corporations.
- 22. Other Receipts and Transfers** – Include any other receipts that your political subdivision receives that would not be included in the above categories.
- Sections B and C Disbursements** – Should be broken down by function and/or object. Governments having multiple functions, (such as police, fire, etc.) or objects (salaries, supplies, etc.) should provide both (if available) and the totals of both should agree.
- B. Disbursements By Function (pages 5 and 6)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.
- C. Disbursements By Object (pages 6 and 7)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.
- D. Statement Of Indebtedness (pages 7 and 8)** – This section requests information on debt issued by your political subdivision. Debt outstanding at the beginning of the fiscal year, plus debt issued less debt retired should equal the debt outstanding at the end of the fiscal year. All types of debt (e.g., general obligation bonds, revenue bonds, leases, notes) should be reported here.
- E. Interest on Debt – (page 8)** – Amounts of interest paid, including any interest paid on short-term or non-guaranteed obligations as well as general obligations.
- F. Statement of Assessed Valuation and Tax Rates (page 8)** – The assessed valuation information, will be available from your county. The tax rate information will pertain to the tax rate set for the fiscal year reported.

Part II – FINANCIAL STATEMENT SUMMARY (page 9) – Five columns are provided, one for the total of all funds, one for your General Fund, and three for any other funds which you may have. If you have funds in addition to your General Fund, such as a Debt Service, Street, Water, or Sewer Fund, you need to insert the name of any such fund in the blanks provided. If you have more than three funds in addition to your General Fund, you will need to attach a separate page showing the additional funds.

The beginning balance of each fund, plus total receipts, less total disbursements should equal your ending balance. Total receipts for each fund should equal the total receipts shown on page 3. Total disbursements for each fund should equal the total disbursements shown on page 6.

Part III - TAX ABATEMENT SUMMARY (page 10) - Amounts from tax abatements resulting from an agreement between your political subdivision and individuals or entities in which your political subdivision has agreed to forgo tax revenues it otherwise would be entitled to in return for the individuals or entities taking a specific action after the agreement is entered into for economic development or other activities that benefit your political subdivision.

If you have any questions regarding the completion of this form, please feel free to call the Missouri State Auditor's Office, telephone (573) 751-4213.

NOTICE – State law requires political subdivisions to file a financial report with the State Auditor's Office each year pursuant to Section 105.145, RSMo, and 15 CSR 40-3.030.

Part I - FINANCIAL STATEMENT

Centralia Special Road District of Boone County Mo

A. Receipts

| | FUNDS - Report in whole dollars | | | | |
|---|---------------------------------|-----------------|------|------|------|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 1. Total property tax | \$ 0 | \$ | \$ | \$ | \$ |
| 2. Total sales tax | 0 | | | | |
| 3. Amusement sales tax | 0 | | | | |
| 4. Motor fuel tax | 0 | | | | |
| 5. Public utilities sales tax | 0 | | | | |
| 6. Tobacco products tax | 0 | | | | |
| 7. Hotel/Motel and restaurant/meals tax | 0 | | | | |
| 8. Alcoholic beverages licensing and permit taxes | 0 | | | | |
| 9. Amusement licensing and permit taxes | 0 | | | | |
| 10. Motor vehicles licensing and permit taxes | 0 | | | | |
| 11. Franchise tax (public utilities tax) | 0 | | | | |
| 12. Occupation and business licensing and permit taxes | 0 | | | | |
| 13. Other licenses and permit fees | 0 | | | | |
| 14. Intergovernmental receipts | | | | | |
| a. Property Tax | 157,960 | 157,960 | | | |
| b. Sales Tax | 120,754 | 120,754 | | | |
| c. Surtax | 44,098 | 44,098 | | | |
| d. CART | 66,171 | 66,171 | | | |
| e. | 0 | | | | |
| f. | 0 | | | | |
| g. | 0 | | | | |
| h. | 0 | | | | |
| i. TOTAL <i>Sum of lines 14a-h</i> | \$ 388,983 | \$ 388,983 | \$ 0 | \$ 0 | \$ 0 |
| 15. SUBTOTAL <i>Sum of items 1-14i</i> | \$ 388,983 | \$ 388,983 | \$ 0 | \$ 0 | \$ 0 |

Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County Mo

A. Receipts - Continued

| | FUNDS - Report in whole dollars | | | | |
|---|---------------------------------|-----------------|------|------|------|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 15. SUBTOTAL <i>(from page 3)</i> | \$ 388,983 | \$ 388,983 | \$ 0 | \$ 0 | \$ 0 |
| 16. Charges for Services | | | | | |
| a. _____ | 0 | | | | |
| b. _____ | 0 | | | | |
| c. _____ | 0 | | | | |
| d. TOTAL <i>Sum of lines 16a-c</i> | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 17. Utility receipts | | | | | |
| a. _____ | 0 | | | | |
| b. _____ | 0 | | | | |
| c. _____ | 0 | | | | |
| d. _____ | 0 | | | | |
| e. TOTAL <i>Sum of lines 17a-d</i> | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 18. Interest earned | 256 | 256 | | | |
| 19. Fines, costs, and forfeitures | 0 | | | | |
| 20. Rents | 0 | | | | |
| 21. Donations | 0 | | | | |
| 22. Other receipts and transfers | | | | | |
| a. <u>Miscellaneous</u> | 1,347 | 1,347 | | | |
| b. <u>Insurance Refunds</u> | 756 | 756 | | | |
| c. <u>Interfund transfers</u> | 0 | | | | |
| d. TOTAL <i>Sum of lines 22a-c</i> | \$ 2,103 | \$ 2,103 | \$ 0 | \$ 0 | \$ 0 |
| 23. TOTAL RECEIPTS Sum of items 15 through 22d | \$ 391,342 | \$ 391,342 | \$ 0 | \$ 0 | \$ 0 |

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 5

Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County Mo

B. Disbursements (by function)

| | FUNDS - Report in whole dollars | | | | |
|--|---------------------------------|-----------------|------|------|------|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 1. Highways and streets | \$ 496,878 | \$ 496,878 | \$ | \$ | |
| 2. Financial administration | 0 | | | | |
| 3. Central administration | 0 | | | | |
| 4. Fire | 0 | | | | |
| 5. Parks and recreation | 0 | | | | |
| 6. Solid waste management | 0 | | | | |
| 7. Sewerage | 0 | | | | |
| 8. Water supply system | 0 | | | | |
| 9. Hospitals | 0 | | | | |
| 10. Health (other than hospital) | 0 | | | | |
| 11. Police | 0 | | | | |
| 12. Judicial and legal | 0 | | | | |
| 13. Correctional institutions | 0 | | | | |
| 14. Probation | 0 | | | | |
| 15. General public buildings | 0 | | | | |
| 16. Libraries | 0 | | | | |
| 17. Public welfare | 0 | | | | |
| 18. Protective inspection and regulation | 0 | | | | |
| 19. Housing and community development | 0 | | | | |
| 20. Economic development | 0 | | | | |
| 21. Natural resources | 0 | | | | |
| 22. Airports | 0 | | | | |
| 23. SUBTOTAL | | | | | |
| Sum of lines 1-22 | \$ 496,878 | \$ 496,878 | \$ 0 | \$ 0 | 0 |

Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County Mo

B. Disbursements (by function)

Continued

| | FUNDS - Report in whole dollars | | | | |
|--|---------------------------------|-----------------|------|------|------|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 23. SUBTOTAL <i>(from page 5)</i> | \$ 496,878 | \$ 496,878 | 0 | 0 | 0 |
| 24. Electric power system | 0 | | | | |
| 25. Parking facilities | 0 | | | | |
| 26. Gas supply system | 0 | | | | |
| 27. Transit or bus system | 0 | | | | |
| 28. Sea and inland port facilities | 0 | | | | |
| 29. Miscellaneous commercial activities | 0 | | | | |
| 30. Other - Specify | | | | | |
| a. _____ | 0 | | | | |
| b. _____ | 0 | | | | |
| c. _____ | 0 | | | | |
| 31. Interfund transfers | 0 | | | | |
| 32. TOTAL DISBURSEMENTS (by function) Sum of items 23-31 | \$ 496,878 | \$ 496,878 | 0 | 0 | 0 |
| C. Disbursements (by object) | | | | | |
| 1. Salaries | 110,124 | 110,124 | | | |
| 2. Fringe benefits | 24,057 | 24,057 | | | |
| 3. Operations | 171,197 | 171,197 | | | |
| 4. SUBTOTAL Sum of items C1-3 | \$ 305,378 | \$ 305,378 | 0 | 0 | 0 |

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 7

Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County Mo

B. Disbursements (by object) - Continued

| | FUNDS - Report in whole dollars | | | | |
|---|---------------------------------|-----------------|------|------|------|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 4. SUBTOTAL <i>(from page 6)</i> | \$ 305,378 | \$ 305,378 | \$ 0 | \$ 0 | \$ 0 |
| 5. Capital expenditures - Specify | | | | | |
| a. Paving Projects | 143,578 | 143,578 | | | |
| b. Centerline Striping | 7,588 | 7,588 | | | |
| c. New Tiger Mower | 40,334 | 40,334 | | | |
| d. _____ | 0 | | | | |
| e. _____ | 0 | | | | |
| f. _____ | 0 | | | | |
| g. _____ | 0 | | | | |
| 6. Interfund transfers - Specify | | | | | |
| a. _____ | 0 | | | | |
| b. _____ | 0 | | | | |
| 7. TOTAL DISBURSEMENTS (by object) | | | | | |
| Sum of items 4-6b | \$ 496,878 | \$ 496,878 | \$ 0 | \$ 0 | \$ 0 |

| | FUNDS - Report in whole dollars | | | |
|---|--|-----------------------|---------|--------------------------------------|
| | Outstanding Beginning of Fiscal Year | During Fiscal Year -- | | Outstanding End of Fiscal Year |
| | | Issued | Retired | |
| D. Statement of Indebtedness | | | | |
| 1. General obligation bonds | | | | |
| a. _____ | | | | 0 |
| b. _____ | | | | 0 |
| c. _____ | | | | 0 |
| 2. Revenue bonds | | | | |
| a. _____ | | | | 0 |
| b. _____ | | | | 0 |
| c. _____ | | | | 0 |
| 3. SUBTOTAL Sum of items D1 and 2 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County Mo

D. Statement of Indebtedness
Continued

| | FUNDS - Report in whole dollars | | | Outstanding End of Fiscal Year |
|---|--|-----------------------|---------|--------------------------------------|
| | Outstanding Beginning of Fiscal Year | During Fiscal Year -- | | |
| | | Issued | Retired | |
| 3. SUBTOTAL (from page 7) | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 4. Other debt - Specify | | | | |
| a. _____ | | | | 0 |
| b. _____ | | | | 0 |
| c. _____ | | | | 0 |
| 5. Conduit debt | | | | 0 |
| 6. TOTAL STATEMENT OF INDEBTEDNESS Sum of items 3-5 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

E. Interest on Debt

- 1. Interest on water supply system debt \$ _____
- 2. Interest on electric power system debt \$ _____
- 3. Interest on gas supply system debt \$ _____
- 4. Interest on transit or bus system debt \$ _____
- 5. Interest on all other debt \$ _____

F. Statement of Assessed Valuation and Tax Rates

- 1. Real estate \$ _____
 - 2. Personal property _____
 - 3. State assessed railroad and utility _____
- TOTAL VALUATION**
- 4. Sum of items F1-3 \$ _____ 0

| Tax Rates Funds - Specify | Tax rate (per \$100) |
|---------------------------|-------------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |

Part II - FINANCIAL STATEMENT SUMMARY

| FUNDS - Report in whole dollars | | | | | |
|---------------------------------|-----------------|------------|------|------|------|
| TOTAL all funds | General Fund | Fund | Fund | Fund | Fund |
| A. Beginning balance | \$ 424,582 | \$ 424,582 | \$ | \$ | |
| B. Total receipts | 391,342 | 391,342 | 0 | 0 | 0 |
| C. Total disbursements | 496,878 | 496,878 | 0 | 0 | 0 |
| D. Ending balance | \$ 319,046 | \$ 319,046 | 0 | 0 | 0 |

NOTES

Please use this space to provide additional explanations if the space provided for any item was not sufficient. Be sure to reference the item number.

Marc Spickert CSRD Commissioner Signature
Marc Spickert CSRD Commissioner Printed Name
 State of Missouri
 County of Boone

On the 6th day of January in the year 2020 before me, a Notary Public in and for said state, personally appeared Marc Spickert, Centralia Special Road District of Boone County, known to me to be the person who executed the within Missouri Local Government Financial Statement on behalf of said entity and acknowledged to me that he executed the same for the purposes therein stated.

Phyllis Brown Phyllis Brown
 Notary Public

My Commission Expires November 2, 2021



PHYLLIS BROWN
 My Commission Expires
 November 2, 2021
 Boone County
 Commission #13890005

Gary R. Riedel CSRD Commissioner Signature
Gary R. Riedel CSRD Commissioner Printed Name
 State of Missouri
 County of Boone

On the 6th day of January in the year 2020 before me, a Notary Public in and for said state, personally appeared Gary R. Riedel, Centralia Special Road District of Boone County, known to me to be the person who executed the within Missouri Local Government Financial Statement on behalf of said entity and acknowledged to me that he executed the same for the purposes therein stated.

Phyllis Brown Phyllis Brown
 Notary Public

My Commission Expires November 2, 2021



PHYLLIS BROWN
 My Commission Expires
 November 2, 2021
 Boone County
 Commission #13890005

Part III - TAX ABATEMENT SUMMARY

| Political Subdivision's Abatements | | | | |
|------------------------------------|-------------|-------------|-------------|-------------|
| | Abatement 1 | Abatement 2 | Abatement 3 | Abatement 4 |
| Taxes Abated | | | | |
| Authority of Tax Abatement | | | | |
| Abatement Rate | | | | |
| Dollar Amount of Taxes Abated | \$ | \$ | \$ | \$ |

NOTES

Please use this space to provide additional explanations if the space provided for any item was not sufficient. Be sure to reference the item number.